



# Request for Proposal

Solicitation No.: ADSPO13-00002130

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Description: Radio Dispatch Consoles

OF  
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State of Arizona  
State Procurement Office  
100 N. 15th Ave, Suite 201  
Phoenix, AZ 85007

## Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date indicated in the Notice. Late proposals will not be considered.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**



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	<h1>Offer and Acceptance</h1>		<p align="center"> <b>State of Arizona</b>  <b>State Procurement Office</b>          100 N.15th Ave., Suite 201          Phoenix, AZ 85007       </p>
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OFFFEROR: <b>[insert company name here]</b>		OF 49	

**OFFER**

**TO THE STATE OF ARIZONA:**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.: \_\_\_\_\_

Federal Employer Identification No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order-2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization    **IS/**    **IS NOT** a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

**State of Arizona**  
**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

\_\_\_\_\_  
Procurement Officer



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## 1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.


## 2. Background

### 2.1 General

- This specification contains sections that describe various types of radio dispatch consoles to be utilized in State and Municipal public safety radio communications systems. These sections include (1) Single/dual channel desk top remote control handset controllers; (2) 8-12 channel desk-top dispatch consoles; (3) 96 channel, high-capability radio dispatch consoles; (4) 450 channel remote electronics high-capability expandable radio dispatch consoles. Analog, TDM and RoIP/VoIP based options to be separately priced. It is not necessary for a vendor to bid all sections.
- It is the intent of these specifications to ensure the purchase of highly reliable radio dispatch control console equipment. These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.
- The Type 2, 3, & 4 Flat Panel Display (FPD) communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, and ease of operation and service. To meet these criteria, the electronic equipment should be of the latest design. The design shall reflect state-of-the-art concepts in communications command and control console design.
- The FPD based communications control consoles shall provide monitoring and control facilities for remotely located two-way radio base stations. The consoles shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant patching, and multiple frequency base station control. It is desired that all console functions be accomplished using a Touch-Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.
- The ability of the vendor's FPD communications control consoles to remotely operate separately from the common control equipment over telephone lines, LAN, or digital and analog microwave channels is a requirement. Equipment that does not meet this requirement will not be evaluated.
- The Type 3 & 4 common electronics shall be designed to remain fully operational during the loss of AC power for a minimum of one hour via either an internal or external uninterruptible power supply (UPS). Each dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of thirty minutes.
- The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements and make maximum use of the standard product line equipment.
- Make and model numbers given in this specification are for reference only, and do not imply that they are the only acceptable equipment.

### 2.2 Electrical Requirements

Each console bid shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc to accommodate the channel requirements. All consoles shall be capable of operating from a 120 VAC source. Backup power should ideally be from a DC source of 12 to 48 VDC, with all necessary power regulation built into console electronics.

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2.3 Technical Specifications - Each console offered should meet the following technical specifications, as a minimum:

- Individual channel 2W, 4W, Tone/DC/E&M selection
- Line Impedance: 600 or >5K ohm (4-wire) or, 600 ohm Tx (2-wire)
- Operating Temperature: 0 to +50 degrees C
- Audio Response: +/- 3 dB from 300 to 3000 Hz
- Tx & Rx Hum and Noise: -50 dB below rated output
- Distortion: Tx & Rx - Less than 3% THD
- Compression: Variable compression knee
- Receive Audio: -25 to +10 dBm; 600 ohm or 5K ohm; w/ less than -60 dB crosstalk
- Transmit Audio: -20 to +10 dBm; 600 ohm; w/ 70 dB line balance
- Tone Control: A minimum of (7) industry standard function tones with 2175 Hz Hi/Lo Guard Tone; including 1250/1350/1450/1550, 1850 and 1950 Hz function tones (Repeater control, Aux Function control, CTCSS Monitor, F1/F2 Transmit)
- DC Control Functions: Transmit - F1 +5.5 ma.; F2 +12.5 ma.; Monitor +2.5 ma.
- Unit ID Functions: (Optional) Motorola MDC1200 system decode/display
- Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load


### 3. DESK-TOP REMOTE CONTROL CONSOLES (TYPE I price category)

3.1 General - The following specification describes various switch-based, desk-top radio controllers, including fully self-contained Tone, DC & RoIP based single-channel and dual-channel telephone-type handset controllers (optionally expandable) known as Type 1; and 8-channel (expandable to at least 12 channel), self-contained desk-top consoles, known as Type 2. The multi-channel desk-top units also allow for local remoting of the control electronics to a small desk or wall mounted electronic box up to 100' away from the dispatch control unit. Optional IP control for both type units may also be proposed.

3.2 Tone & DC Single/Dual-channel Handset Type Controllers (Type 1) - This specification is for a solid-state, 120 VAC powered, desk-top, handset type, Tone or DC controller for a single channel station. A selectable two-channel, expandable, model may also be offered as an option, which may also be optionally expandable to more channels. Models which have been determined to meet the general intent of this specification include the IDA 24-10, 24-15, 24-20, 24-66, and 24-30; The Telex-Vega IP-2002, and C-2000 and C-2000SF units. (These models are only given as examples, and alternate models meeting the specifications may be proposed)

#### 3.3 Technical Specifications

- On-hook monitor disable
- Weight: Less than 5 pounds (Desk-top unit)
- Size (Remote Box): Less than 12"X12"X6", including battery back-up
- Programmability: Fully field adjustable/programmable without a computer
- Transmit indicator light
- The units shall allow for on-hook receiver operation through a loudspeaker, and off-hook operation through the handset.

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- An RoIP based remote, single-line handset controller, that does not require a separate computer for operation, is also acceptable. These handsets shall be fully compatible for direct connection to a 10/100 baseT internal Ethernet network connection, and shall allow for parallel operation of any number of controllers.
- Optional two-line controllers do not require the ability to independently select either 2W/4W operation by channel, Tone or DC control by channel, or simultaneous receiver monitoring of both channels. These may all be fixed (hard-wired) functions.

**4. (8)-Channel Desk-Top Tone/DC Consoles (Required to be Expandable to 12 Channels)  
(Type II price category)**

4.1 This section defines the minimum requirements for a desk-top radio control console with a minimum 6 individual channel (line) capability, with optional expansion to at least 12 channels on a channel-by-channel basis. Each console channel shall be capable of controlling either a 4-wire channel or 2 wire channel on an individual basis, and shall be individually programmable for either Tone, DC (current), or E&M radio control. Local remote control of a radio is not required. Optionally, the manufacturer may offer an RoIP based console which can control a remote radio through an IP data circuit, but must still provide two-way analog audio capability on all channels.

4.2 Parallel operation of up to 4 separate units shall be available with supervisory override control.

4.3 The dispatch operator position shall be a single unit, except for the microphone and footswitch, or an outboard third-party provided paging encoder. No external attachments, including power supplies, loudspeakers, touch-tone pads, line splitter boxes to increase channel count, etc. will be acceptable.

4.4 It is required that the vendor offer switch-based control functions for their console. However, optional computer-based, Flat Panel Display (FPD) consoles offering mouse-controlled on-screen function switches will be evaluated if offered. Models of equipment which have been determined to meet the intent of this section of the specification include the Gai-tronics ICP9000 Series, and the Telex-Vega C1616/C6200, IP-1616, C-Soft series, for various channel configurations.

4.5 Operational Features Require, each dispatch console operator position offered must include the following:

- Individual audio speakers and volume controls for select and unselected channels
- Individual channel 2W, 4W, Tone/DC/E&M selection, with 4-frequency Tone control
- Desk-mic with PTT bar and mute switch
- Dual-plug type headset interface jacks
- Combined select/unselect/transmit audio combined output jack for recording
- Jack for external PTT footswitch
- (2)-channel cross-patch capability
- Multi-channel transmit select
- DTMF encoder
- Internal or external pager capability
- Controls/Indicators
- Each dispatch console operator position offered must include the following:
  - Console transmit indicator
  - Console channel busy (receiving) green indicator
  - Individual channel instant-transmit light



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- Channel labels (fixed or electronic)
- Transmit audio level meter (Vu meter)
- Channel select indicator
- Console Technical Specifications


4.6 Each console offered should also meet the following technical specifications, as a minimum:

- Alert Tones: Optional continuous, hi/lo, warble; -30 to 0 dBm, independently adjustable
- Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

## 5. FULL FEATURED - REMOTE ELECTRONICS CONSOLES (Type III price category)

5.1 General - It is the intent of this specification to ensure the purchase of highly reliable communications control consoles. This includes a spectrum of console systems ranging from single 96 (minimum) channel remote units (Type III), to advanced Flat Panel Display (FPD) based, high 450 (minimum) channel, 20 operator position systems (Type IV). These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify the completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to proposal award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

- The communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, ease of operation and service. The design shall reflect state-of-the-art concepts in communications command and control console design.
- The communications control console shall provide monitoring and control facilities for remotely located two-way radio base stations. The console shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant transmit, supervisory override, cross channel patching with up to three separate but simultaneous patches possible, phone patching, and multiple frequency base station control. It is desired that all FPD-Type console functions be accomplished using a Touch Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.
- The ability of the vendor's FPD communications control consoles in Category III and IV to remotely operate separately from the common electronic control equipment over telephone lines, microwave channels or fiber optic lines is a requirement. Equipment that does not meet this requirement will not be evaluated.
- Each Type III and IV console shall have both receive voter (like JPS SNVs) and auxiliary interfaces. Both RoIP and P25 interfaces are a requirement for both classes. In addition, at least one of the following trunking protocols MUST be supported as an option: Project 25, Astro P25, Open Sky, Smartnet/Smartzone. In addition, each console should be compatible with either a T1 or a WAN/LAN interface.
- The common electronics and FPD operator positions shall be designed to remain fully operational during the loss of AC power for a minimum of one-half hour via either an internal or external uninterruptible power supply (UPS) or a battery backup system. Each FPD dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of one hour.
- The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements that make maximum use of the standard product line equipment.
- The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the electronic art and are currently being met by commercially available equipment.

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## 5.2 ELECTRICAL SPECIFICATIONS

Both Type III and IV consoles shall operate from a primary power source of 120/240 VAC, with battery powered UPS back-up required. AC current consumption on the primary side of the line for the central electronics shall not exceed 5 watts/channel for a 50 channels system. Each operator position electronics shall not consume more than 250 watts, including the FPD.

## 5.3 FULL-FEATURE CONSOLE - TYPE III

- The Type III communications control console shall provide the facilities for the operation and control of remotely located two-way radio base stations and other specialized equipment. The console shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc. to accommodate these channel requirements. Each console electronic package shall be equipped with common control equipment to provide the capability to operate and control any one, any selected group, or all channels simultaneously. Each console electronic package shall comply with all FCC Rules and Regulations, where applicable.
- The console shall be expandable to a minimum of 96 radio control channels and 6 operators' positions. There shall be receive voter (like JPS SNV-12s) and auxiliary control interfaces. In addition to the 96 radio channels, the console electronics shall be able to support 6 operator positions, and up to ten receiver voter groups with up to 24 base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). T1, or Lan/Wan interfaces may be optionally added. The console shall have extended remote capability to allow an operator position to be remotod from the central electronics bank by way of commercial telephone lines, Ethernet, fiber optic, or microwave.

## 6 LARGE FULL-FEATURE CONSOLE - CLASSIFICATION (Type IV price category)

General Specifications same as Type III above. The console shall be expandable to a minimum of 450 radio control channels and 20 operators positions. There shall be receiver voter (like JPS SNV-12s) and auxiliary interfaces. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). Additionally, optional T1, or Lan/Wan interfaces may be added. The console shall have extended remote capability to allow an operator position to be remote from the central electronics bank by way of commercial telephone lines, fiber optic, or microwave. In addition to the 450 radio channels and/or trunked talk groups, the console electronics shall be able to support twenty operator positions and up to twenty receiver voter groups with an average of six base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation.

## 6.1 CONTROL FUNCTIONS & STATUS INDICATORS:

Both Class III and Class IV configurations shall meet all of the following specifications, and have two dual-jack inputs and have select and unselect speakers for audio output. In addition, there shall be a selected audio output jack and a summed unselect audio port available.

## 6.2 RADIO CHANNEL CONTROL FUNCTIONS: - The radio control channels shall have the functions listed below:

Channel Functions:

- Channel Select - Shall engage the selected channel in the transmit/receive, fully operational, ready condition. The channel select function should be capable of selecting of more than one channel up to all channels simultaneously.
- Repeater Enable and Disable - consoles shall enable and disable the repeat function of a tone controlled base station.
- Squelch Disable - Shall disable receiver continuous tone coded squelch operation of a tone controlled base station.
- Instant Transmit - Shall allow transmitting on a channel without placing the channel in a selected mode first. This function shall not override supervisory control.





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- Channel Crosspatch - Shall allow audio received on one radio channel or phone line to be automatically repeated on one or more of the other channels. Class III and IV consoles shall be capable of supporting at least three simultaneous but separate crosspatches. (Desktop consoles should be capable of doing at least one crosspatch.) This function shall be independent of other console activities.
- Two Frequency Control - Shall allow frequency selection of a two-frequency tone controlled base station.
- Supervisory Control B Class III and IV consoles shall provide the capability for one operator position (the supervisor's position) to take over a channel from all other operator positions. All parallel operator positions on the same channel shall receive an indication that supervisory control has been initiated.
- Supervisory Monitor B Class III and IV consoles shall allow the transmit and receive audio from one console operator position to be monitored on another console position.
- Channel Mute - shall completely mute the channel receive audio.
- Auxiliary Enable and Disable B consoles shall enable and disable an auxiliary function of a tone controlled base station.

## 6.3 STATUS INDICATOR:

- All switching functions shall have an associated indicator to clearly display function and channel status, i.e. on-off, activated-not activated, in use-not in use. The FPD system shall display complete status for a minimum of eight channels and limited status for the optional eight additional channels at each operator position. This limited status information shall include the following: channel selected, instant transmit activated, channel cross patch activated, channel muted, channel receiving a call, and channel busy.
- To simplify the operation of the console, it shall be possible to physically group channels on the console in any order to facilitate operations.

## 6.4 STATUS INDICATORS SHALL ILLUMINATE WITH THE FOLLOWING FUCTIONS:

- Channel Selected
- Repeater Enabled
- Squelch Disabled
- Instant Transmit activated
- Channel Crosspatch activated
- Frequency One selected
- Frequency Two selected
- Channel Muted
- Channel receiving a call - this shall be a flashing type indicator.
- Channel busy - parallel wired console transmitting

## 6.5 CONSOLE POSTION-WIDE FUNCTIONS:

In addition to the individual channel functions and indicators specified under paragraph 5.5, the communications control console shall also provide the following functions. These functions are common to all radio channels.

Functions:



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- Simultaneous Selection - Shall enable the selection of any combination of channels for simultaneous operation. The capability shall also be provided to automatically unselect all channels by depressing a single button.
- Transmit - Shall activate the transmit condition and route dispatcher audio to all selected channels. This transmit switch shall be electrically paralleled to the console footswitch.
- Master Mute - Shall mute all receive audio except the selected channels to a preset level.
- Automatic Selection - Shall automatically select a group of channels by action of a single switch. All automatically selected channels shall be unselected by action of a single switch. The particular group of channels to be selected shall include any combination up to all of the console channels.
- Intercom - consoles shall allow communication on the selected channels without keying the base station transmitter. This function shall allow communications between dispatchers or between dispatchers and remotely located technicians.
- Alert Tones - consoles shall activate one of three different alert tones that shall be transmitted on the selected channel, the simultaneously selected channels, or the automatically selected channels. The alert tones shall be continuous, hi-lo, or warbled between two different audio frequencies.
- Priority Tone – consoles shall activate an intermittent tone on individually selected channels to indicate priority traffic on that channel. The tone will not cover voice traffic.
- Radio/Telephone Audio - consoles shall allow the dispatcher's headset to be used for both telephone and radio communications. The telephone audio shall be transferred to the headset by action of a single switch. The party on the opposite end of the phone line shall not hear the dispatcher's radio transmissions (any console PTT shall mute the dispatcher's voice from the telephone line). Transfer of telephone audio to the headset shall switch the selected channel audio back out to the selected audio speaker. During the time that the headset telephone operation mode is activated, the console operator shall retain the ability to instantaneously transmit on the selected channel by use of the footswitch or master control panel transmit switch with no degradation to the transmit functions, transmit audio quality and/or signal strength. The dispatcher shall also retain the ability to instantaneously transmit on the unselected channels as well.

## 6.6 STATUS INDICATORS:

- All switching functions and the following status indication capabilities shall have an associated indicator on the FPD to clearly display function and status, i.e. on-off, activated-not activated, in use-not in use.
- The status indicators shall illuminate with the following functions:
  - Simultaneous Selection in use.
  - Transmit function activated.
  - Master Mute activated.
  - Automatic Selection in use.
  - Intercom in use.
  - Alert Tone being transmitted.

6.7 ANCILLARY EQUIPMENT- The communications control console shall include the following ancillary equipment: speakers for selected audio and unselected audio, paging encoder, and displayed on the console's FPD, a VU meter, and clock system.

### 6.7.1 Speakers

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The capability of monitoring selected and unselected audio shall be provided via two separate console speakers. Each speaker shall be provided with a separate volume control to allow for individual adjustment. The volume controls shall provide sufficient attenuation to decrease the associated speaker audio to an inaudible level. These two volume controls, along with the headset volume controls, are the only ones required. Separate volume controls for each of the radio channels are not required. The dispatcher shall still have the capability to completely mute individual channels if desired. The selected and unselected audio speakers shall be separated a minimum of 12 inches center to center. The dispatcher shall also have the capability to turn off either or both speakers without turning down the volume controls.

#### 6.7.2 VU Meter

A VU meter, located on the FPD console's display in such a way as to give optimum visibility to the operator, shall be provided. The meter shall indicate the transmit audio level and selected receive audio level.

#### 6.7.3 Digital Clock

The console shall include a 24-hour digital clock display in the FPD console's display. The clock display shall give optimum visibility to the operator. The clock display shall be an integral part of the console system. The clock shall be a master/slave system capable of being set from the master, which is to be calibrated by an external time base via RS-232 protocol or USB interface.

#### 6.7.4 DTMF Paging Encoder

The console shall incorporate DTMF capability. These must be an integral part of the console electronics installed in the console furniture and wired into the console electronics. Single button paging functions shall be available which send preselected DTMF strings of at least 3 numbers to either a predetermined radio channel or on the selected channel(s).

#### 6.7.5 Receivers

The radio control channels will not only be routed to the console as separate channels but may also be routed to a separate system of up to ten receiver voter groups. The console shall have the capability to control and display the status of these voted channels. The dispatcher shall be able to force vote or disable a particular voter module by engaging switches or keying in a function which will operate a) Two form C dry contacts or b) Open collector outputs or c) Communicate with the system via RS-232 or Ethernet cabling. The enable/disable status of a particular voter module shall be displayed at the operator position. The console shall also provide an indication of which channel is currently being voted. It also should be capable of automatic transmit steering and indicate on the FPD which transmitter will be keyed if the master PTT is activated. The voted channels shall support voting systems manufactured by JPS Communications.

#### 6.7.6 Headset

- Each operator position shall be compatible with the Plantronics Encore Monaural Ultra Headset, model H91N, or approved equivalent.
- Headset Jack
- Each operator position shall be equipped with a dual phone plug type headset jack. The jack shall be compatible with dual phone plugs used on the Plantronics model SHS1890-251N headset jack plugs. The headset jack shall have an associated receive volume control. The external microphone shall be disabled when the headset is inserted into the headset jack. Audio to the select speaker shall be removed when the headset is inserted. The dispatcher shall have the option of applying audio to the select speaker and the headset simultaneously if desired. The headset jack shall have an easily accessible talk/training switch which will allow the dispatcher to talk and listen or listen only with the headset's transmit mouthpiece disabled. Disabling the transmit mouthpiece shall not prevent a headset with an amplified ear piece from functioning correctly. The headset jack must also have a 4 wire/6 wire switch for operating either a 4 wire headset (talk and listen) or a 6 wire headset (talk, listen, and a transmit push to talk button).

#### 6.7.7 External Microphone

Each operator position shall be equipped with an External Microphone mounted on a Flexible Gooseneck Boom.

#### 6.7.8 Footswitch



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- Each operator position shall be provided with a dual footswitch to activate transmit and/or mute operations.
- The dual footswitch shall activate two functions within the console:
  - Activate transmitter control.
  - Activate the Master Mute function.
- The right half of the footswitch shall operate in the same manner as the Master Control Panel transmit push button switch. The left half shall mute all unselected channels when depressed and unmute these channels when released. If the console system requires modification to implement these functions, the modifications shall be completed by the console manufacturer and shall be fully documented in the maintenance manual(s).

## 6.7.9 Logging Recorder Interfaces

Each operator position shall be provided with a logging recorder output that contains the dispatch position microphone audio and select audio combined onto one 600-Ohm output port. An optional second logging recorder interface for telephone audio is desirable.

## 6.7.10 Remote Control of Base Stations

The communications control console shall be capable of providing D.C. keying, tone sequence keying, or "M Lead" dry contact keying for each radio channel as well as tone sequence control of repeater, frequency, and squelch disable functions.

## 6.7.11 D.C. Keying- CRT and Desktop consoles

Each radio channel shall have available regulated D.C. keying currents of 15 ma and 6 ma. The D.C. control currents shall be provided for a loop resistance up to 10K ohms. Although as a default all channels shall not be supplied with DC keying capability, but pricing to add DC control on a per channel basis shall be provided.

## 6.7.12 Tone Keying- FPD and Desktop consoles

Each radio channel shall have available a tone sequence keying scheme that provides a High Level Guard Tone followed by a Function Tone followed by a Low Level Guard Tone.

## 6.7.13 "M Lead" Keying- FPD and Desktop consoles


Each radio channel shall be capable of providing Form A (normally open) dry contacts for transmitter keying.

## 6.7.14 One Sequence Tolerances - FPD and Desktop consoles

- Tolerances for tone sequence control shall be within the following limits:
  - All tone frequencies as specified within +/-1 Hz.
  - All tone durations as specified within +/-5 ms or adjustable from 25 ms to 150 ms.
  - High Level Guard Tone - 0dBm to -10 dB adjustable to meet line conditions
  - Function Tone - 10 dBm +/-1 dB adjustable to meet line conditions.
  - Low Level Guard Tone - 30 dBm +/-1 dB adjustable to meet line conditions.

## 6.7.15 Radio Channel Terminations

Each radio channel shall be capable of 2 wire or 4 wire operation. The type of termination shall be readily selectable on a per channel basis.

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#### 6.7.16 Parallel Operator Position Control of Radio Channels

The console common electronics shall be capable of parallel operator position control of common radio channels. All channel control switches and indicators shall be paralleled. Parallel operation shall be readily selectable on a per channel basis.

### 7. DESIGN CRITERIA:

The console electronic package design criteria are based upon the need for maximum reliability, expandability, and ease of service. To meet these criteria, the electronic packages described in the subsequent paragraphs must be totally solid-state, completely modular, and reflect state-of-the-art concepts in communication control design. Each operator position shall include applicable switches, status indicators, amplifiers, tone circuits, power supplies, meters, clocks, speakers, and hardware to perform the functions described in paragraph 2.

#### 7.1 Panel Wiring/Remote Electronic Circuitry- FPD consoles.

- The console electronic package shall have the capability of allowing the electronic circuitry (transmit/receive, amplifier, tone control, power supply, etc. modules) to be remotod at least 1000 feet from the operator position over standard 600 ohm twisted pairs. The interconnecting cable shall be at most an eight pair cable. The Vendor will supply all cabling and connectors between the console common electronics and the punch blocks in the equipment room housing these electronics.
- The remoting of the electronic circuitry up to 1000 feet from the operator position shall not degrade the console performance outside the minimum standards specified herein. All console functions shall be operable as specified herein regardless of remoting up to 1000 feet.
- In addition to hard wired remoting of the electronic circuitry, the console electronic package shall also allow remoting of the electronic circuitry over standard telephone lines or multiplex channels on a fiber network or a microwave system. No more than three multiplex channels shall be required to perform this function. All remote data and audio paths shall be automatically monitored to ensure the continuous integrity of the paths. If a path is lost, both the dispatch position and any diagnostic printer and/or terminal shall receive a report.
- The remoting of the electronic circuitry over microwave channels shall not degrade the console performance outside the minimum standards set forth in these specifications. All console functions shall remain operable regardless of remoting the operator position.

#### 7.2 Electronic Circuitry

- The electronic circuitry shall be contained on printed circuit modules which plug into a module rack or mother board. The plating material at the printed circuit module where plug-in contact is made shall be gold to provide maximum reliability.
- A transmit/receive module shall be provided with each operational channel. This module shall contain all of the circuits necessary to perform the functions described on a per channel basis.
- Sufficient modules shall be provided with each console electronic package to perform the functions that are common to the transmit/receive channels and all other functions.

#### 7.3 Expandability

Options shall be easily expanded by the addition of plug-in printed circuit modules, programming, and control switches.

#### 7.4 Maintainability

- The transmit/receive circuitry shall include one plug-in T/R module for each channel. All T/R modules shall be interchangeable between channels. The only T/R module changes required to exchange T/R modules between channels or electronic packages shall be the selection of options by means of programming switches mounted on the modules or PROM exchanges.
- The remainder of the console electronic package printed circuit modules shall be interchangeable between electronic packages.



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- Each type of plug-in printed circuit module shall be keyed to be inserted only into the correct location in the module rack or mother board. Guide rails shall be used to ensure proper alignment of plug-in printed circuit modules. Each plug-in printed circuit module shall be equipped with an extractor to allow easy removal.
- It shall not be necessary to remove power from the console electronic package to change a plug-in module.
- All printed circuit modules shall be plainly marked with the module's function. All components shall be plainly identified on the printed circuit modules. The module rack or motherboard position shall be plainly marked with the module's function. It shall not be necessary to use a drawing to locate components on printed circuit modules or printed circuit module positions.

## 7.5 Standards

- All equipment contained in the proposal shall meet or exceed the latest applicable standards of the Electronic Industries Association, Federal Communications Commission, and Underwriters Laboratory, and must conform to the OSHA of 1973 requirements for safe operation. In addition, where applicable, the equipment must satisfy the requirements of the local telephone company and input requirements of a Microwave System with respect to audio levels and control voltages.
- The console electronic equipment shall be rated for continuous operation. The console electronic package shall operate over an ambient temperature range of 0 degrees C. to +50 degrees C. without degradation in performance.

## 7.6 Power Supply

### 7.7 Input voltage:

105 to 125 volts AC at 60 Hz, 120 volts AC nominal.

### 7.8 Noise:

Less than 120 millivolts peak to peak output.

### 7.9 Overload protection:

Overload protection shall be provided such that variations in input voltage or output current shall not damage or degrade the operation of any console modules or components.

### 7.10 On-Off switch:

Shall have a switch to turn input voltage on and off and have a power-on indicator.

## 8. MECHANICAL REQUIREMENTS:

The following specifications concern the mechanical aspects of the communications control console. The mechanical requirements of both the optional operator position furniture as well as the back-room common electronics are as follows.

### 8.1 Operator Position

#### Console Furniture

State supplied equipment may be installed in the operator position furniture along with the vendor's equipment. The State assumes the responsibility of installing the equipment in State supplied furniture. The vendor may bid the option to install the console. (All operator position furniture will be purchased separately.)

### 8.2 Labeling

All channels, controls and indicators shall be identified on the FPD screen. Keyboard switches which are used to control functions on the FPD should be clearly engraved to indicate their function. The identification shall show the purpose of the channel, control or indicator and be easily associated with the control or indicator. The legends or labels shall be designated by the user at the time of order.

### 8.3 Radio Channel and Receiver Voter Names



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Each radio channel and or receiver voter channel shall be identified with an appropriate name - normally an abbreviation of the base station mountain top name and/or call sign which will be designated at the time of order. The FPD system shall be capable of displaying abbreviated names on the screen of at least eight characters in length. Merely giving a number to a radio channel or voter group is not acceptable.

## 8.4 Common Electronics- FPD Consoles.

- All common electronics shall be removed from the console operator position. This equipment should be capable of removing up to 1000 ft. from the operator position. The design of the common electronics package shall reflect a heavy reliance on modularity of construction. This modularity shall permit the console to be expanded, diminished, or reconfigured in future years depending on increased functions or consolidation of hardware based on system modernization. All equipment supplied shall either be mounted in 19 inch wide EIA standard 90 inch tall aluminum equipment racks which are drilled and tapped to EIA standards (RS-310C) or supplied in seven foot enclosed equipment cabinets. (Racks or cabinet mounting will be specified with each purchase order) All equipment shall be supplied with all the necessary mounting hardware.
- Access to electronics for maintenance and service shall be accomplished through sliding rail arrangements, hinged mounting racks or circuit board extenders. Where the use of circuit board extenders is required, two extenders per console shall be supplied.

## 9. TRAINING:

### 9.1 Technician Training

The successful vendor shall provide separate pricing for comprehensive training on the equipment proposed. The training shall include discussion of the following subjects as a minimum:

- Theory of operation and circuit analysis of each equipment module, a complete console electronic package, and parallel operation of multiple consoles.
- Troubleshooting procedures including fault isolation, terminal diagnostics, stage gain measurements, voltage tests, and other procedures to locate and replace faulty components.
- Level setting and other adjustment procedures for each equipment module, a complete console electronic package, and parallel operation of up to eight consoles.
- Programming of the central electronics cards and CRT positions.

### 9.2 Training Type and Location

- The training may be presented by either a resident instructor or a self-tutored training course.
- If an instructor is used, he must be intimately familiar with the design, operation, and maintenance of the equipment model proposed.
- The instructor shall present a training session in State supplied facilities at Phoenix, Arizona of at least 8 hours in duration. Actual dates for the class will be established by the purchasing agent. The training shall be completed within 130 days of receipt of purchase order.
- If the successful vendor elects to supply a self-tutored training course, one such course shall be provided and will become property of the State. The course shall make use of textbooks, film strips, video tapes or other means to provide comprehensive self-training of the equipment model proposed.

### 9.3 Dispatcher Training

The successful vendor shall also provide 1-day training to the dispatchers of any purchasing agencies. This training shall cover the operational aspects of the equipment. In situations where the communications center is a twenty-four hour operation it will be necessary to repeat the training for each shift during the day(s).

### 9.4 Instruction Books



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The instruction books to be furnished by the vendor shall be complete with all pages securely fastened together. The instruction books shall incorporate as a minimum the following:

- Complete description and ordering information of each individual unit and/or sub-assembly. A material guide shall contain the replacement part numbers and description of all components used. The parts lists shall be associated with their respective chassis, module, or kit wherein they are found. A total listing of parts without such groupings will not be acceptable.
- Complete intercabling diagram between each unit and/or sub-assembly.
- Complete outline and drawings and dimensions as well as mounting dimensions of all equipment.
- Voltage and resistance diagrams or tables of all units and/or sub-assemblies.
- Complete level setting instructions in step by step tabular form for entire assembly and all components capable of being adjusted.
- Parts location, drawings or pictorial, detailed top view of individual parts, units and/or sub-assemblies.
- Operational block diagrams of individual units and/or sub-assemblies.
- Complete schematic diagrams of individual units and/or sub-assemblies.
- In addition to schematics, etc., the manual shall contain the theory of operation of all active devices and circuits in sufficient detail to facilitate servicing.
- Drawings which are supplied must be reproduced by such means as to preclude fading to the point of illegibility if exposed to normal illumination for extended periods of time. A developed and fixed process or one of the various forms of printing by actual ink transfer are acceptable types.
- In order to provide a complete manual containing all schematics, level setting information, and operating instructions, the contractor shall prepare all of the information in book form with no drawings larger than the page size of the book. Drawings, which must be larger than a single sheet for legibility may be photographically reduced so that they are no larger than 11 inches high or printed on fold-out sections. This manual shall contain an index of all schematics, charts, and diagrams to insure that pages have not been removed. Sufficient information shall be contained in the index to permit reordering lost or mutilated pages.
- Two instruction manuals shall be furnished for every unit supplied and costs shall be included in the proposal price.
- One typical instruction manual shall be supplied with the proposal.

## 10. RECOMMENDED MAINTENANCE EQUIPMENT:

Any special meters, unique/non-standard test equipment, test cables, harnesses, circuit board extenders, or hand tools required for monitoring and/or maintenance of the communications control console electronic packages shall be listed separately with their itemized cost and shall be included in the total initial cost of the equipment.

## 11. RECOMMENDED REPLACEMENT PARTS:

Because of the critical function the communications control console serves, vendors must be capable of supplying all electronic package parts, including individual components and mechanical and electrical assemblies used in the equipment supplied, within 48 hours. The vendor shall supply a list of recommended spares in his proposal response. The vendor shall include a complete set of these recommended spare modules as well as a spare of all other modules and power supplies with the initial console purchase. The cost for this spare module set shall also be priced as a separate line item in the proposal response.





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## 1. DEFINITIONS

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Actual Cost" means the total value of all items and their extended quantities.

"Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

"Buyer" means procurement officer.

"Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.

"Contact Instructions" means the contact information for the procurement officer.

"Control Code" is an optional field and means an identification characteristic of the contract.

"Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

"Department" means the customer for whom the solicitation or contract was conducted for.

"Discount %" is an optional field and means the standard discount applied to all items.

"Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

"Freight Terms" means how freight will be charged under the contract.

"Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

"Location" means the specific customer, within the department, for whom the solicitation or contract was done.

"Master Blanket/Contract Begin Date" means the date that the contract starts.

"Master Blanket/Contract End Date" means the date that the contract ends.

"Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.

"Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.

"Master Blanket Purchase Order" means the contract, indicating that the contract will be in effect over a stated period of time.



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“Minor Status” is an optional data field and means a type of status indicator of the contract in ProcureAZ.

“Organization” means the state agency under whose authority the solicitation or contract was conducted.

“Payment Terms” means the period of time that payment is due after receipt of an accurate invoice.

“Pcard Enabled” is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

“PO Acknowledgement” means the list the notifications to the Contractor and their acknowledgements of these notices.

“PO Type” means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

“Print Dest Detail” is an optional data field and means a print format applicable to orders under the contract.

“Print Format” means the format of the solicitation or contract print output.

“Project No.” is an optional field and means an identification characteristic of the contract.

“Purchase Order” means contract.

“Purchase Order Number” means the contract’s identification number.

“Purchaser” means procurement officer.

“Receipt Method” means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

“Release Number” means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero “0” release number.

“Release Type” means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

“Retainage %” is an optional field and means the amount of the contract’s value that is retained.

“Shipping Method” means the method of shipping to be used under the contract.

“Shipping Terms” means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.

“Short Description” means the contract’ title.

“Status” means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

“Tax Code”, if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

“Type Code” means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

“Vendor” means Contractor.

## 2. CONTRACT.

- 2.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in



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case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

2.2 The State's primary contact for this solicitation and result contracts shall be:

James U. Reeves, Sr. Procurement Specialist  
State of Arizona, State Procurement Office  
100 N 15<sup>th</sup> Ave, Suite 201  
Phoenix, AZ 85007  
Phone: (602) 542-9121  
Fax: (602) 542-5508  
Email: [james.reeves@azdoa.gov](mailto:james.reeves@azdoa.gov)

2.3 Contract Document. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

2.4 Contract Type. Hourly Rate, Firm Fixed Price.

2.5 Term of Contract. The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

2.6 Contract Extension. The initial contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.

2.7 Estimated Usage. The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

2.8 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

2.9 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

### 3. ADMINISTRATIVE FEE / USAGE.

3.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at [http://spo.az.gov/Cooperative\\_Procurement/SPC/default.asp](http://spo.az.gov/Cooperative_Procurement/SPC/default.asp). At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

3.2 Contractors shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee/default.asp](http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office Web Site.



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- 3.3 The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

Arizona Department of Administration  
State Procurement Office  
Attention: 'Statewide Contract Administrative Fee'  
100 N. 15th Avenue, Suite 201  
Phoenix, AZ 85007.

- 3.4 The submission schedule for Administrative Fees and Usage reports shall be as follows:

July through September (FY Q1) – Due October 31  
October through December (FY Q2) – Due January 31  
January through March (FY Q3) – Due by April 30  
April through June (FY Q4) – Due by July 31

- 3.5 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

- 3.6 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

## 4. KEY PERSONNEL.

- 4.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor agrees and understands that the State's agreement to the Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the State. The State shall not unreasonably exercise the rights reserved under this paragraph.

- 4.2 During the course of the contract, the State reserves the right to require the contractor to reassign or otherwise remove from the project any contractor employees found unacceptable by the State.

- 4.3 The Contractor further agrees that any substitution made pursuant to this paragraph shall be equal or better than originally proposed and that the State's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State agrees that an approval of a substitution shall not be unreasonably withheld.

- 4.4 The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract. This shall include becoming familiar with the specific characteristics and special requirements of the project area. If the Contractor replaces Key Personnel, it shall not affect their commitment to meet all schedules and deliverables. The Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the State at any time during the performance of this Contract.


## 5. REMOVAL OF PERSONNEL

- 5.1 The State reserves the right to require the Contractor to reassign or otherwise remove any Contractor or Subcontractor personnel from providing Task Assignment services. The State shall not unreasonably exercise the rights reserved under this paragraph.

- 5.2 The State may require that the Contractor remove from the Contract employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.

- 5.3 The State shall not be charged for Contractor time needed to bring new Contractor or Subcontractor personnel to the level of knowledge of previous Contractor or Subcontractor personnel. This shall include becoming familiar with the specific characteristics and special requirements of a Task Assignment.

6. ARIZONA CONTACT. The Contractor shall maintain and utilize an Arizona office contact, which facilitates responding to and administering the Contract and any resulting Task Assignment(s). The Contractor shall maintain and provide to the

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ADOA/Enterprise Procurement Division and Using Agency Project Manager the current names, phone numbers, facsimile numbers, etc. of the critical points of contact for contract administration purposes.

**7. Subcontracts**

Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Subcontracts shall incorporate by reference the terms and conditions of this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

**8. Electronic Catalog. Catalog Electronic Version, Submit with Proposal**

The resultant contract(s) shall be based on individual catalog. For the purpose of this solicitation, an established catalog price means the price included in a catalog, price list, schedule or other form that: is regularly maintained by a manufacturer, distributor or contractor; is either published or otherwise available for inspection by customers; states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

Offeror(s) are to submit with the bid, electronic versions of the catalog/price lists being offered in any of the formats allowed under Special Terms and Conditions section for additional electronic catalog/price list requirements OR may be available through a Universal Resource Locator (URL) link indicated by the Bidder. If using a URL, please BE VERY CLEAR which item from the URL linked catalog you are offering.

Such catalog/price lists shall:

- Contain a comprehensive selection of products from an individual manufacturer within an established price sheet group
- Be those that contain prices that are the basis for those discount (percents %) from list price (DLP) offered by the bidder(s) and accepted by the state
- Although not required with the bid, hard copy catalog/price lists shall be made available upon request. Failure to submit electronic copies of catalog being offered with the bid may result in the bid being deemed nonresponsive

**9. LICENSES.** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor and make them available as required by this contract.

**10. Billing**

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

**11. PRICING**

No conditional quotations will be acceptable. All pricing shall be fixed, and include all applicable freight, insurance, etc. Separate unit pricing shall be provided for each of the following major equipment items as described in these specifications:

11.1 Base Pricing - TYPE I, TYPE II, TYPE III, and TYPE IV Consoles.

- Type I: Single & Dual Channel Desk set consoles; Tone, DC, IP, up to 6 Ch.
- Type II: 8-Channel Desk-Top consoles; Tone, DC, IP, up to 12 Ch.
- Type III: 48-channel Full-Feature consoles, Tone, DC, IP, up to 96 Ch.
- Type IV: 250-Channel; Large Full-Feature consoles, Tone, DC, IP, to 450 Ch.



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11.2 Extended Remote Capability to allow an operator position to be remotod from the central electronics bank by way of commercial telephone lines or microwave.

11.3 30 Minute Full UPS capability for each FPD dispatch position. Console should remain fully on-line with this option.

11.4 Catalog pricing for all available modules, options, for the vendor's console equipment should be provided. This pricing catalog should include pricing for Vendor supplied systems such as Computer Aided Dispatch (CAD), E911 ANI/ALI, Vehicle ID, and Vehicle location systems, and voting interfaces. Pricing to interconnect to supported systems such as the above which are supplied by other providers should also be included. Discount off of catalog prices should be quoted for parts and accessories.

## 11.5 Optional Pricing


- Pricing should also be provided for the following optional items if available from the vendor. (Note: The proposal award will not be determined based on the pricing for these optional items.)
- Pricing for increasing the channel count of the central electronics (not the operator position) from base amount in (10)-channel increments up to maximum capacity. If additional power supplies or other common equipment are required pricing shall include this equipment as well.
- Price to add DC control on a per channel basis. (If not included in base)
- Pricing should also be provided for all major modules, power supplies, switches, cables, etc. used in the console common electronics equipment as well as the operator position. (Full spares packages should also be offered)
- 30 Minute Full UPS capability for each FPD dispatch position. Console should remain fully on-line with this option.
- Instant Recall Recorders - Pricing should be provided for any instant recall recorders which are specifically designed to be used with the vendor's console. Pricing is not desired for continuous 24 hour voice logging recorders.
- Pricing on electronics to add complete additional operator positions to FPD consoles. (Types III and IV)
- Service Maintenance and Factory repair rates
- Percent discount of base equipment off manufacturers published prices.

## 12. PRICE INCREASE (AFTER ONE YEAR)

- 12.1 The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year.
- 12.2 A price increase shall only be considered at the time of a contract extension. The request shall be submitted from 30 to 60 days prior to the anniversary or the contract renewal date and shall be a factor in the extension review process. The request shall be for factors the Contractor was unaware at the time of offer submission. Failure to submit the request within the stated timeframe or failure to supply adequate information with the request may result in the state not considering the request.
- 12.3 The State, at its sole option, shall determine whether the requested price adjustment or an alternate option is in the best interest of the State. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.

13. PRICE REDUCTION. A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

14. APPROPRIATION OF FUNDS. Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and

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neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**15. PANDEMIC CONTRACTUAL PERFORMANCE.**

- 15.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.
- 15.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 15.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The contractor shall produce the written plan within 72 hours of the request.

- 16. ELECTRONIC OR INFORMATION TECHNOLOGY.** Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.

**FINANCIAL SOUNDNESS.**

- 17.1 The Agency shall be notified in writing of any substantial change in the Offeror's financial condition during the term of the Contract. Failure to notify the Agency of such a substantial change in financial condition shall be sufficient grounds for terminating the Contract.
- 17.2 The State may request the Contractor and any of the Contractor's Subcontractors to provide a certified Statement of Financial Capability or the company's most current financial statement which has been audited by their outside auditing firm.

**18. PROTECTION OF FACILITIES AND GROUNDS.**

- 18.1 The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or eligible using agency as specified.
- 18.2 Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.

- 19. BILLING.** All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information.

- Name and address of the contractor;
- Both the contract number and contract release/purchase order number;
- The contractors federal tax identification number;
- The contractor's remittance address;
- A description of the goods or services provided;
- Quantity and delivery/service timeframe;
- Itemized (if applicable) and total invoice pricing.

**21. INSURANCE -**

**21.1 INDEMNIFICATION:**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing



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permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

## 21.2 INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”***. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation Endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or***





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**borrowed by the Contractor".** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interests provision.

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by Arizona Revised Statutes Section 41-621 (C).
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor may at its discretion furnish as partial coverage for a subcontractor, certificates with lesser limits of liability than the minimum amounts identified above, provided that Contractor also includes said subcontractor as insured under Contractor's insurance for all amounts exceeding such lesser limits of liability.



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- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## 22. **CONTRABAND.**

- 22.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.
- 22.2 DEFINITION - A.R.S. § 13-2501: Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)
- 22.3 PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505:
1. A person, not otherwise authorized by law, commits promoting prison contraband:
    - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
    - B. By knowingly conveying contraband to any person confined in a correctional facility; or
    - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
  2. Promoting prison contraband is a Class 5 felony.

23. **LOBBYING.** The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor shall include anti-lobbying provisions in all Contracts with Subcontractors.



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## 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

## 2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;



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- 2.3.3. Statement or Scope of Work;
- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.

- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under



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this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## 4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of



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the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

## 5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

### 6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However,



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the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. **Warranties**



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- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

## 8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.





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8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.



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9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

## 10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

## 11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## 12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.



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## 1. DEFINITIONS

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.

"Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.

"Amendments" means solicitation amendments.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.

"Available Date" means a data field, in which may contain the date that the solicitation was published.

"Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.

"Bid Method" means the type of solicitation process being conducted.

"Bid Number" means the solicitation's identification number.

"Bid Opening Date" means the date and time that offers are due.

"Bid Solicitation" means solicitation.

"Bid Type" means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).

"Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.

"Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.

"Buyer" means procurement officer.

"Department" means the customer for whom the solicitation is being done.

"Description" means the solicitation's title.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.

"Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.

"Info Contact" means a data field, in which may contain the contact information of a person to whom inquires are to be directed.

"Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.


"Location" means the specific customer, within the department, for whom the solicitation is being done.

"Organization" means the state agency under whose authority the solicitation is being conducted.

"Pre Bid Conference" means pre-offer conference.

"Print Format" means the format of the solicitation's print output.\

"Purchase Method" means the type of contract transaction contemplated, ranging from an "Open Market" (one-time) transaction to a "Blanket" (term) transaction.

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“Quote” means offer.

“Required Date” means a data field, in which may contain the date that the materials, services or construction are needed by the State.

“Ship-to Address” means the department address where materials, services or construction purchased under any resulting contract may be billed.

“Type Code” means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

“Purchaser” means procurement officer.

## 2. PRE-PROPOSAL CONFERENCE

- 2.1 Information concerning the time and location of the pre-proposal conference may be found on the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>).
- 2.2 The purpose of the conference is to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions shall not constitute an amendment to the solicitation.
- 2.3 Persons with a disability may request a reasonable accommodation, such as receiving this document in an alternative format, by contacting the Procurement Officer of Record for this solicitation. Any requests should be made as early as possible to allow sufficient time to arrange for accommodation. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.

## 3. INQUIRIES

- 3.1 All questions related to this Request for Proposal shall be directed to James U. Reeves at [james.reeves@azdoa.gov](mailto:james.reeves@azdoa.gov). Questions should be submitted via the Q & A function in ProcureAZ or by email if necessary. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. Inquiries received less than 72 hours prior to the bid opening date may not be responded to before bids are due.
- 3.2 Offerors shall not contact the employees of the using Agencies concerning this procurement while the proposal and evaluation are in process.

## 4. PROPOSAL SUBMITTAL

Proposals shall be submitted as specified below. Failure to include any of the requested information may have a negative impact on the final evaluation score of the proposal.

- 4.1 ProcureAZ. Proposals in response to this solicitation shall be submitted within the State's eProcurement system, PROCUREAZ (<https://procure.az.gov>) on the forms and in the format specified. Proposals shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Proposals submitted outside PROCUREAZ, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions concerning the submission of Proposals through ProcureAZ shall be directed to the PROCUREAZ Help Desk ([procure@azdoa.gov](mailto:procure@azdoa.gov) or 602-542-7600). Offerors shall copy solicitation attachments to their computer. Information entered on the attachments by the Offerors must be saved with the completed attachment uploaded to ProcureAZ as an appropriately named attachment as part of the submitted proposal.
- 4.2 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 4.3 Offer and Acceptance. Proposals shall include a signed Offer and Acceptance form (Page 1 of this solicitation). The Offer and Acceptance Form shall be downloaded from ProcureAZ, printed, and signed by the person submitting the Proposal. The signed document shall be uploaded on ProcureAZ and submitted electronically as an attachment to the bid no later than the Proposal due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the Proposal.



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- 4.4 Acknowledgement of Solicitation Amendments. All Solicitation Amendments shall be acknowledged electronically prior to the Proposal due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Proposal.
- 4.5 Bonding Capability. Provide a letter from a surety company licensed to issue bonds in the State of Arizona or has a licensed agent in the State indicating the Offeror's capability to provide adequate performance and payment bonds. The letter shall be an attachment to the submitted proposal on ProcureAZ.
- 4.6 Insurance. The Offeror shall submit a letter from their insurer indicating the Offerors capability to provide adequate coverage for the minimum amounts stated in the Special Terms and Conditions of this solicitation. The letter shall be an attachment to the submitted proposal on ProcureAZ.
- 4.7 Required Documents. Proposals shall include the following documents completed in the format provided and according to any instructions contained within the document or within this solicitation. Failure to submit all required documents according to the instructions provided may have a negative impact on the evaluation of the proposal or result in the proposal being determined non-responsive.
- Signed Offer and Acceptance Form
  - Attachment A - Questionnaire
  - Attachment B - Offeror's Key Personnel
  - Attachment C - Offeror's Proposed Subcontractors
  - Attachment E - Offeror's References
- 4.8 Price Submission
- Offeror shall complete pricing in ProcureAZ.
  - Only pricing submitted in ProcureAZ will be accepted.
  - All line items must be completed; failure to bid ALL line items shall result in Offeror being deemed non-responsive.
- 4.9 Acceptable Formats. Proposal electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Offerors wishing to submit files in any other format shall get prior written approval from the Procurement Officer.

## 5. EVALUATION

- 5.1 Opening. Proposals received by the correct time and date shall be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 5.2 In accordance with the Arizona Procurement code § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- 5.2.1 Capacity/Experience of Offeror and Key Personnel
- 5.2.2 Cost
- 5.2.3 Method of Approach
- 5.3 Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.
- 5.4 Negotiations. As provided by A.A.C. R2-7-C314, negotiations may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. **Award may be made without negotiations, therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint.**



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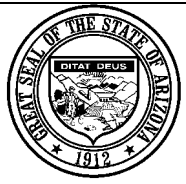
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- 5.5 Final Proposal Revisions. If negotiations are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.
- 5.6 Responsibility, Responsiveness and Acceptability.
- 5.6.1 In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C312, the State shall consider the following in determining Offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.
- 5.6.2 Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, all documents required by the solicitation, solicitation amendments, bond and reference data as required.
- 5.7 Conformance to Solicitation Requirements: Conformance to the RFP will be evaluated by the Offeror's ability to follow directions by providing a proposal in the format requested, using the provided forms and formats as they are intended, along with the number and severity of exceptions. Submitting alternative forms without prior approval, providing incomplete information or adding irrelevant information demonstrates the Offeror's inability to follow directions, ineffective use of time and resources and may negatively impact the proposal's evaluation score.
- 6. AWARD**
- 6.1 Contract Award. The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, to the responsible Offeror(s) whose proposal represents the best value to the State. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The State reserves the right to conduct discussions (negotiations) if the Procurement Officer determines them to be necessary.
- 6.2 Multiple Awards. In order to ensure adequate coverage of the requirements of various using agencies, multiple awards are intended.
- 6.3 Debriefing. Following contract award the Offeror is encouraged to ask questions in order to clarify or resolve any concern arising from this solicitation or subsequent contract award. Every effort shall be made to resolve issues at the lowest administrative level possible. All questions should be directed to the Procurement Officer listed in this solicitation document.



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**1. Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:

"*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.

"*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

"*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the State.

"*Days*" means calendar days unless otherwise specified.

"*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"*Offer*" means bid, proposal or quotation.

"*Offeror*" means a vendor who responds to a Solicitation.

"*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

"*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

"*Solicitation Amendment*" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

"*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

**2. Inquiries**

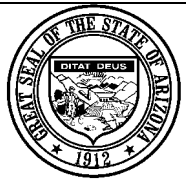
2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.



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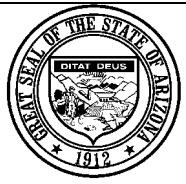
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- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offer or's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
  - 3.4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9. Provision of Tax Identification Numbers.
  - 3.9.1. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.





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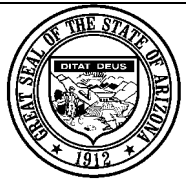
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- 3.9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.12.1 Special Terms and Conditions;
  - 3.12.2 Uniform Terms and Conditions;
  - 3.12.3 Statement or Scope of Work;
  - 3.12.4 Specifications;
  - 3.12.5 Attachments;
  - 3.12.6 Exhibits;
  - 3.12.7 Special Instructions to Offerors;
  - 3.12.8 Uniform Instructions to Offerors; and
  - 3.12.9 Other documents referenced or included in the Solicitation.
- 3.13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- 3.15. Offshore Performance of Work Prohibited  
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.



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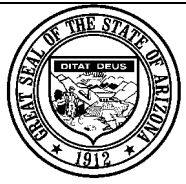
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## 4. Submission of Offer

- 4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
- 4.3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
  - 4.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - 4.5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

## 5. Evaluation

- 5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension o that unit price or rate, the unit price or rate shall govern.
- 5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
- 5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
  - 5.7.1 Waive any minor informality;



# Uniform Instructions to Offerors

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5.7.2. Reject any and all Offers or portions thereof; or

5.7.3. Cancel the Solicitation.

## 6. Award

- 6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.


## 7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 7.1. The name, address and telephone number of the protester;
- 7.2. The signature of the protester or its representative;
- 7.3. Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5. The form of relief requested.

## 8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

	<b>Attachment A</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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## Questionnaire

### INSTRUCTIONS:

Attach as part of your ProcureAZ proposal, a singular file in Adobe Acrobat (PDF) format and title the file "ADSP011-00000423 [Offerors Name] **'Response Questionnaire.pdf'**. The file shall contain the responses to all of the Questionnaire items ("items"). Include the item number when responding to each item. Prepare each item response in the form of a brief written narrative demonstrating your ability to satisfy the Scope of Work. When an item asks you to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. Use straightforward language limited to facts, solutions to problems, and plans of proposed action. Limit the use of technical language to describing technical processes.

### ITEMS:

1. **Capacity of Offeror:** Please provide a narrative response that describes your organization's overall capability to provide all products sought under this solicitation. Within the response to this item, the narrative shall at the minimum describe:
  - Clearly state your understanding of the Scope of Work (SOW).
  - Discuss: Ordering process, order fulfillment, returns, delivery/lead-time, and customer support services.
  - Discuss the Offeror's total organization and ownership structure. Offeror shall provide an organizational chart for their overall organization showing each entity within the organization.
  - Discuss the Offeror's total organization and ownership structure. Offeror shall provide an organizational chart for their overall organization showing each entity within the organization.
  - Discuss the respective duties and roles of all associated organizations that would support the State with percentages and areas of responsibilities allocated across all such organizations
  - The Offeror's experience, including the number of years of experience acting as a prime contractor providing services similar to the services described in their proposal and required in this solicitation
  - Disclose Offeror involvement in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding their provision of similar services
  - Discuss the Offeror's financial stability.
  
2. **Products and Costs:** Please provide a narrative response that describes products proposed and subsequent factors that affect all products sought under this solicitation. Within the response to this item, the narrative shall at the minimum describe:
  - State Offeror's ability to provide products listed within this solicitation and being able to meet the minimum specifications as described in the SOW.
  - Discuss needed product availability over the maximum allowable term (five years) of any resulting contract; including but not limited to: completed/finished product, product discontinuance, replacement parts, and new products.
  - Discuss shipping/freight costs.
  - Discuss quantity discounts.
  - Discuss Offeror prices in relation to competitive, open market prices.
  - Discuss applicable price increases, decreases over the maximum allowable term (five years) of any resulting contract.
  
3. **Method of Approach:** The Offeror shall provide a narrative response that describes your organization's overall method of approach for providing the goods and services stated in this solicitation. Within the Offeror's response, the narrative shall include at a minimum:
  - Delivery. What are your standard delivery days? What is the order cutoff time for next day delivery? Identify and describe and exceptions.



# Attachment A

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- **Warranty.** For manufacturers whose products do not offer a 12-month warranty, will a warranty be offered through your company that will protect the equipment? What type of warranty is offered on workman ship of installs?
  - **Maintenance.** A detailed description of the maintenance plan options that ensure the care of systems are encompassing of all supplies and equipment, both hardware and software, to maintain specified function presented in this solicitation. If maintenance is not being offered, please note that in answer form.
  - **Installation.** Installation Approach, explain in detail how this service will be provided, also provide information in the Subcontractor Tab if you are requesting to use sub-contractors within the scope of a resultant contract. If installation services are not being offered, please note that in answer form.
  - **Manage.** Describe in detail how your company will manage an awarded contract, including ongoing coordination of sales efforts, training of staff regarding an awarded contract, timely new user account set-up, etc.
  - **Customer Service.** Does your company offer a toll free or toll customer service number? Please provide the phone number, days of week and hours of service, and the average hold time during peak hours.
  - **Training.** A detailed description of training approach, mentioning how knowledge in correlation to parts and systems will be transferred from Contractor to end-user.
4. **Key Personnel:** Please identify all key personnel that will be directly involved in the administration and support services under this contract. The personnel described should include but is not limited to those that will be directly involved in customer support/dispute resolution, account set-up/maintenance, product catalog(s) maintenance & pricing, programs (identified within the SOW), administration and reporting. The information shall be in narrative form and may include an organizational chart. The response shall address all requirements, and shall include a completed **Attachment B /Offeror's Key Personnel** for each key personnel identified.
  5. **References:** Offeror shall provide a minimum of three verifiable professional business references that are able to comment on their experience working with the Offeror and key personnel. The reference's relationship with the Offeror should be or have been of similar size and scope to that contained in this solicitation. The reference should include business name, address, contact name, telephone, email address. Please note that in order for each reference to be evaluated, the reference must be verifiable and a completed **Attachment D /Offeror's References** for each reference given shall be included as part of the Offeror's response to this solicitation.
  6. **Business Capacity:** Ability to perform under a statewide contract. Statewide meaning multiple agency accounts and delivery points located throughout the state.
  7. **Multiple Accounts:** Ability to create and manage numerous individual accounts for order placement, billing and reporting purposes.
  8. **Statewide Delivery:** Inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.



# Attachment B

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## OFFEROR'S KEY PERSONNEL

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. Answers such as "See attached Resume" will not be accepted. If resumes are included please also reference the position on the resume. Please also include certificates of Certification for each Key Personnel as they apply.

**Position**

**Employee Name**

### Current Information

<b>Position Currently Held in Firm:</b>	
<b>Years With Firm:</b>	
<b>Years in Current Position:</b>	
<b>Years of Experience in Role Under This Contract:</b>	
<b>Percentage of Employee's Time Dedicated to This Contract:</b>	%

### Related Experience

<b>Project Name</b>		
<b>Job Title</b>	<b>Project Begin Date</b>	<b>Project Ending Date</b>
<b>Duties Performed Related to Proposed Position</b>		
<b>Project Name</b>		
<b>Job Title</b>	<b>Project Begin Date</b>	<b>Project Ending Date</b>
<b>Duties Performed Related to Proposed Position</b>		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.



# Attachment C

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## OFFEROR'S PROPOSED SUBCONTRACTOR(S)

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Scope of Work.

- If the Offeror will not subcontract any portion of this solicitation's Scope of Work and will be performing this solicitation's Scope of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

**NO** The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

**YES** The above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name and contact information, the certifications required of them (if any), their small business status, the type of service to be provided, and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance.
- The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

### **SUBCONTRACTORS (If checked YES):**

*Please include all required information below or attach additional pages if necessary*



# Attachment D

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ined within this section of the Solicitation will be deemed invalid and will not be considered.

## OFFEROR'S REFERENCES

This attachment shall be submitted for a minimum of three (3) professional references to which the Offeror provided services similar in scope to those described in this solicitation. A minimum of three attachments shall be part of any response to this solicitation. All references shall be easily verifiable.

ORGANIZATION	
ADDRESS	CITY/STATE/ZIP CODE
CONTACT NAME	TELEPHONE NUMBER
Contact EMAIL ADDRESS	
CONTRACT BEGIN DATE	CONTRACT END DATE
COMMODITY AND/OR SERVICES PROVIDED	

ORGANIZATION	
ADDRESS	CITY/STATE/ZIP CODE
CONTACT NAME	TELEPHONE NUMBER
Contact EMAIL ADDRESS	
CONTRACT BEGIN DATE	CONTRACT END DATE
COMMODITY AND/OR SERVICES PROVIDED	

ORGANIZATION	
ADDRESS	CITY/STATE/ZIP CODE
CONTACT NAME	TELEPHONE NUMBER
Contact EMAIL ADDRESS	
CONTRACT BEGIN DATE	CONTRACT END DATE





## End of Solicitation

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