



**Request for Proposal
under A.R.S. § 41-2534
Notice Page**

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue, Suite 305
Phoenix, AZ 85007

Solicitation Number:

BPM005504

Description:

**Armed and Unarmed Security Services, Security on
Sovereign Lands, and Law Enforcement Patrols on State
Trust Land**

Solicitation Due Date and Time:

August 4, 2023 @ 5:00p.m

Pre-Offer Conference:

A Pre-Offer Conference will NOT be held

Proposals will only be accepted **online** in the “State’s eProcurement System”, **Arizona Procurement Portal (APP)**, at <https://app.az.gov> until the “Bid/Offer Due Date” indicated in the “State’s eProcurement System” for the Solicitation No. shown at the top of this page. Proposals must be in the State Procurement Office’s possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State’s eProcurement System to the State’s eProcurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov.

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in the “State’s eProcurement System”.

It is the responsibility of the Prospective Offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

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 for the accommodation.

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[Solicitation Summary](#)

1. What is the State Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 *et seq.* is seeking to establish one or more “statewide” contracts to provide armed and unarmed security services and law enforcement patrol on state trust land.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State’s discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the Solicitation, unless the Offeror expressly restricts an item or combination of items in its Offer, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such a basis will result in the best value and is in the best interest for the State. The State may otherwise determine, at its sole discretion, that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM004732 Solicitation Requirements

- 2.1.1.1. Notice / Cover Page
- 2.1.1.2. Table of Contents
- 2.1.1.3. Solicitation Summary
- 2.1.1.4. Scope of Work
- 2.1.1.5. Special Terms and Conditions
- 2.1.1.6. Addendum A to the Special Terms and Conditions
- 2.1.1.7. Addendum B to the Special Terms and Conditions
- 2.1.1.8. Uniform Terms and Conditions
- 2.1.1.9. Exhibits (if applicable)

2.1.2. Attachment: BPM004732 Solicitation Instructions

- 2.1.2.1. Special Instructions to Offerors
- 2.1.2.2. Uniform Instructions to Offerors

2.1.3. Solicitation Attachments



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- 2.1.3.1. Offer and Acceptance;
- 2.1.3.2. Boycott of Israel Disclosure;
- 2.1.3.3. Forced Labor of Ethnic Uyghurs Ban;
- 2.1.3.4. Confidential Information Designation;
- 2.1.3.5. Confidential Information Designation (for reference only);
- 2.1.3.6. Conformance Statements;
- 2.1.3.7. Supplement – Conformance Statements - Exceptions to Instructions;
- 2.1.3.8. Supplement – Conformance Statements - Exceptions to Scope of Work;
- 2.1.3.9. Supplement – Conformance Statements - Exceptions to Contract Terms and Conditions;
- 2.1.3.10. Key Personnel;
- 2.1.3.11. Letter of Insurability;
- 2.1.3.12. Organization Profile;
- 2.1.3.13. Proposed Subcontractors;
- 2.1.3.14. Experience and Capacity Response;
- 2.1.3.15. References
- 2.1.3.16. Method of Approach

- 2.2. The State may issue a Solicitation Amendment at any time after Solicitation publication and before the Offer due date. It is the responsibility of the Prospective Offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

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[Scope of Work](#)

1. Purpose and Background
 - 1.1. The purpose of this Solicitation is to establish the State's **Armed and Unarmed Security Services, Security on Sovereign Lands, and Law Enforcement Patrols on State Trust Land** Program for Eligible Agencies, Employees, and the State of Arizona.
2. ARMED/UNARMED SECURITY SERVICES
 1. Contractor shall provide armed, unarmed, vehicle patrol security, and emergency response personnel for various State and Co-op agencies.
 2. Contractor and its employees shall be aware of, and abide by, any and all applicable federal, State, and local laws. In the event that the Contractor determines that a portion of this Scope of Work contradicts with any requirement under federal, local, or state law, the Contractor shall immediately notify the Procurement Officer. Should the Procurement Officer and the Contractor agree that a portion of this Scope of Work contradicts any legal requirement(s), the contradictory portion of the Scope of Work shall be severed and will not affect any other term or condition of the Contract.
3. Guards will be requested for the following categories:
 - 3.1. BASIC GUARD – Unarmed guard that will provide doorman, ushering, or similar services. Will meet the requirements in Section 4.1.
 - 3.2. TIER 1 UNARMED GUARD – Unarmed guard that meets the requirements listed in Section 4.2 and the training requirements listed in Section 4.9.1.
 - 3.3. TIER 2 GUARD ARMED WITH LESS THAN LETHAL WEAPONS - Guard that is armed with less than lethal weapons, such as: Tasers, vehicles, keys, batons., OC spray (Oleoresin Capsicum Aerosol) and meets the requirements listed in Section 4.2 and the training requirements listed in Section 4.9.2.
 - 3.4. TIER 3 ARMED GUARD – Guard that is fully armed and meets the requirements listed in Section 4.3 and the training requirements listed in Section 4.9.3.
4. Security Guard Requirements
 - 4.1. UNLESS OTHERWISE INDICATED BY THE SPECIFIC TASK ORDER, ALL GUARDS SHALL:
 - 4.1.1. Control access through public entrance doors;
 - 4.1.2. Sign in visitors and determine purpose of visit, provide directions, escort employees;



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- 4.1.3. Answer alarms and emergencies;
- 4.1.4. Respond to reported suspicious situations and emergency needs;
- 4.1.5. Perform parking lot surveillance, and check that doors are locked after office hours;
- 4.1.6. Be mentally alert and void of any serious hearing impairment;
- 4.1.7. Possess good visual capacity required to perform all required security functions;
- 4.1.8. Be a minimum of eighteen (18) years of age;
- 4.1.9. Possess either a High School diploma or GED;
- 4.1.10. Graduate from a certified security officer/guard training program per Arizona Revised Statutes Title 32, Chapter 26;
- 4.1.11. Not have any felony convictions;
- 4.1.12. Not have a military dishonorable or undesirable discharge;
- 4.1.13. Be literate in the English language (able to read, write, and speak and understand clearly);
- 4.1.14. Be capable of writing reports and maintaining daily activity log;
- 4.1.15. Possess required certificates or permits;
- 4.1.16. Consent to be fingerprinted and submit to a background check;
- 4.1.17. Successfully pass a pre-employment FBI background check;
- 4.1.18. Not have had convictions for felonies or any crimes involving moral turpitude or illegal use or possession of a dangerous weapon;
- 4.1.19. Have successfully passed the company's drug screening program;
- 4.1.20. Have in their possession, while on duty, an identification card in compliance with the Arizona Revised Statute 32-2633;
- 4.1.21. Enforce "no smoking" regulations;
- 4.1.22. Not allow unauthorized personnel into any restricted area;
- 4.1.23. Not consume alcohol or any other substance that can affect decision making during shift and not be under the influence of previously consumed alcohol or any other substance that can affect decision making during shift;

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- 4.1.24. Notify their immediate supervisor in the event of an unscheduled absence to enable alternative coverage of the duty circuit;
- 4.1.25. Perform duties in a professional manner at all times; be courteous and respectful to the public and the State staff; be firm only when necessary;
- 4.1.26. Not be required to take any form of physical and verbal abuse from the public or State staff and will report any incidents to State authorized designee through a written account at the end of the shift;
- 4.1.27. Utilize appropriate force to protect State employees or the general public from assault, or other harm.
- 4.1.28. Escalate unresolved issues to their supervisor, who will communicate those issues to the contract owner.
- 4.2. Unless otherwise indicated by the specific task order tier 1 (Unarmed Guards) and tier 2 guards (Guards armed with less than lethal weapons) shall meet the requirements of section 4.1 and shall
 - 4.2.1. Possess a current First Aid and CPR certification cards;
 - 4.2.2. Have the necessary skills and training to deploy and properly use a defibrillator (AED);
 - 4.2.3. Possess a thorough knowledge of all security rules, regulations, procedures, and laws pertaining to detaining individuals;
 - 4.2.4. Have successfully passed the company's drug screening program;
 - 4.2.5. Have and maintain a valid and unrestricted (except eyeglass wear) Arizona Driver's License;
 - 4.2.6. Be in good physical condition and capable of performing all assigned duties to include, but not limited to: Standing and or walking during entire assigned shift, dragging a person (weighing up to 200 lbs) up to 10 yards from a hazardous location, occasional climbing of stairs and/ or ladders, occasional lifting or carrying of objects weighing up to 50 pounds, occasional running of short distance (minimum of one mile), rendering aid by bending or kneeling, using when necessary, self-defense in order to protect themselves as well as the State staff from both armed and unarmed attacks;
 - 4.2.7. Meet the specified training requirements in Section 4.9;
 - 4.2.8. Be equipped with required materials as specified in the task order, including, but not limited to: deggy wands, 2-way radios, cell phones, flashlights, tasers, vehicles, keys, batons, OC spray (Oleoresin Capsicum Aerosol).
- 4.3. Tier 3 armed all armed security guard personnel assigned to the state shall meet the requirements of section 4.2 and shall also

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- 4.3.1. Have successfully completed the required firearms training per Arizona Revised Statute A.R.S. Title 32, Chapter 26
- 4.3.2. Not be a prohibited possessor as defined in section A.R.S. 13-3101 or as described in Section 18, USC 922;
- 4.3.3. Not have been convicted of any crime involving domestic violence as defined in Section 13-3601;
- 4.3.4. Not use shotguns or rifles under this contract unless specifically requested in a task order by the State;
- 4.3.5. Carry firearms at all times while on duty (limited to the following calibers: .357, .40, .45, and 9 mm); at no time is the firearm to be concealed;
- 4.3.6. Have in possession his or her valid firearm permit;
- 4.3.7. Wear Level II ballistic vest concealed under their uniform and maintained consistent with manufacturer's requirements;
- 4.3.8. Not store weapons on any State premises unless required by the State:
- 4.3.9. Wear level two-retention holster;
- 4.3.10. Maintain weapons lockers per State policy;
- 4.3.11. Complete use of force report within eight (8) hours of any use of force;

4.4. VEHICLE PATROL

- 4.4.1. All contractor vehicles under the control of any security guard personnel for specific Vehicle Patrol by the State shall comply with all traffic control laws;
- 4.4.2. A vehicle under the control of a security guard and agency is not an authorized emergency vehicle. The vehicle under the control of a security guard shall not be equipped with a siren or bell unless the vehicle is an armored car equipped with a siren as a crime alarm device.
- 4.4.3. Golf carts shall not be used on roads/streets.
- 4.4.4. All vehicles must be in good working order and properly licensed, insured, and registered with the state, and;
- 4.4.5. Vehicle markings, emblems and insignias shall be in accordance with Arizona Department of Public Safety (DPS), Title 13, Article 5, R13-6-503.

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4.5. ADDITIONAL REQUIREMENTS FOR VEHICLE PATROL

- 4.5.1. Assigned security personnel shall conduct periodic patrols of the facility parking lots for the purposes of monitoring, detecting and reporting of all unusual occurrences. Some assignments may require vehicle patrol. Additional requirements for vehicle patrol include:
 - 4.5.1.1. Complete assigned duty circuit "random facility patrols" according to designated schedules; this includes periodic patrols of the facilities interior structure and exterior grounds;
 - 4.5.1.2. Serve as an escort for the State staff when requested;
 - 4.5.1.3. Respond to all pages and calls as soon as possible without unnecessary delay to insure the safety of all personnel;
 - 4.5.1.4. Ensure all breaks are taken on the facility grounds. Leaving the facility will result in a request for employee to be replaced;
 - 4.5.1.5. Be willing to carry a company issued cell phone and/or radio to ensure communication at all times while on duty;
 - 4.5.1.6. Cover all assigned posts at all times
 - 4.5.1.7. During duty hours maintain control of premises entry/exit; unarmed walking surveillance boundaries;
 - 4.5.1.8. Be properly trained and capable of operating and or using State Security cameras and monitoring system equipment, walkthrough metal detectors, hand held metal detectors, as well as occasionally performing package searches; and
 - 4.5.1.9. Perform other general security duties in accordance with written and oral instructions issued by designated Eligible Agency.
- 4.5.2. Contractor assumes all liability for vehicles provided, including patrol vehicles and golf carts.
- 4.5.3. Contractor shall perform all necessary maintenance for vehicles provided, including patrol vehicles and golf carts.

4.6. PORTA POTTIES (Portable Toilets)

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- 4.6.1. Eligible Agency may request porta potty from Contractor. Contractor is responsible for the proper set up, safety, and maintenance of porta potties.

4.7. BODY CAMERA

- 4.7.1. Because the footage from body cameras is being made or received by a governmental agency in pursuance of law or in connection with the transaction of public business, the footage is subject to public records and retention laws. (see A.R.S. § 41-151.18).

4.8. PERSONNEL

- 4.8.1. The Contractor shall provide mentally alert and physically capable, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly and timely manner.
- 4.8.2. The State may require that the Contractor remove from the job any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of the State.
- 4.8.3. Employees, while on duty shall be appropriately dressed in clothing /uniform and may be required to wear an identification-patch; and,
- 4.8.4. Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours.
- 4.8.5. Contractor will abide by the Eligible Agency's Code of Conduct, and if requested will sign an acknowledgement of the Code of Conduct.
- 4.8.6. Contractor may be asked to onboard select guards that have been performing for the State in the same role.
- 4.8.7. Contractor must attempt to maintain consistency in the personnel assigned to our facilities due to the partnership between staff and security and provide the agency the ability to review resumes, certificates, and pertinent training prior to being placed at requesting agencies.
- 4.8.8. If an Eligible Agency has requested the termination of a guard from duties at that agency due to performance issues, the removed guard shall not be placed at another Eligible Agency within the State.
- 4.8.9. Contractor must ensure that guards have access to restrooms and water at Eligible Agency facilities.

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4.8.10. Unless otherwise specified within the task order, the Eligible Agency shall not pay for lunch breaks. The State or Eligible Agency shall only pay for actual hours worked.

4.9. TRAINING REQUIREMENTS

4.9.1. TRAINING REQUIREMENTS - UNARMED TIER 1:

General Job Related Training	Requires a minimum four (4) hours of training in the following subjects, with 20 percent hands on and/or practical application in the following subjects: • Overview of the Administration and/or Agency • Overview of the roles and responsibilities of a contractor officer • Ethics and Professionalism • Company/Agency Administrations and post duties • Gun locker training
Human Interaction and Customer Service	Requires a minimum of eight (8) hours of training with 50 percent hands on and/or practical application in the following subjects: • Principles of Communication • Professional Public Relations, and Understanding Human Behavior (psychology) • Fundamentals of de-escalation of irate/disruptive individuals • Fundamentals of dealing with individuals with severe mental illness



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Inspections	Requires a minimum of eight (8) hours of training with 50 percent hands on and/or practical application in the following subjects, if required in task order: • Screener Training (only required if requested within task order) • Examining of Identification and Credentials (minimum of two (2) hours for every security professional) • Electronic Surveillance Monitoring (only required if requested within task order) • X-ray machine training (only required if requested within task order)
Law Enforcement Support	Requires a minimum of eight (8) hours of training with 20 percent hands on and/or practical application in the following subject: • The Law, Legal Authorities, Jurisdiction, and Responsibilities • Crimes and Offenses • Search and Seizure • Authority to Detain • Use of Force • Crime Scene Protection • Basic Rules of Evidence • Crime Detection, Assessment, and Response • Active Shooter



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Patrol Only	Requires two (2) hours of training with 20 percent hands on and/or practical application in the following subjects: • Importance of Patrol Methods and Patrol Hazards
Communications	Requires a minimum of four (4) hours of training with 50 percent hands on and/or practical application in the following subjects: • Records, Reports, and Forms • Communications Equipment
Emergency Response	Requires a minimum of twelve (12) hours of training with 50 percent hands on and/or practical application in the following subjects: • General Response Procedures • Safety and Fire Prevention • Special Situations • Code Adam • Terrorism, Anti-Terrorism, and Weapons of Mass Destruction • Bomb Threats and Incident • Civil Disturbances • Workplace Violence and Active Shooter • Cardio-pulmonary resuscitation (CPR), automatic external defibrillator (AED), First Aid • Emergency Communications

**4.9.2. RAINING REQUIREMENTS FOR TIER 2 GUARDS, WHICH ARE GUARDS ARMED
WITH LESS THAN LETHAL WEAPONS:**

Training for Tier 2 guards includes all training shown under Tier 1 in section 4.9.1 plus:



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Weapons and Defensive Tactics

A minimum of twenty-four (24) hours of training with 50 percent hands on and/or practical application in the following subjects:

- Defensive Tactics
- Use of Handcuffs
- Use of Intermediate Weapons
- Training in less than lethal weapons (OC Spray, Taser, and/or Baton-collapsible/expandable)
- Recurring annual training of twenty-four (24) hours
- Six (6) months of experience as a Security Guard with intermediate weapons required.

4.9.3. TRAINING REQUIREMENTS FOR TIER 3 GUARDS, WHICH ARE GUARDS ARMED WITH LETHAL WEAPONS:

Training for TIER 3 ARMED GUARD includes all training shown under Tier 1 and Tier 2 in sections 4.9.2 and 4.9.3 plus:



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TIER 3 ARMED GUARD ADVANCED TRAINING

A minimum of forty (40) hours of training with 70 percent hands on and/or practical application in the following subjects:

- Crisis intervention
- Nonverbal training
- Situation awareness
- Advanced active shooter
- Hostage Situations
- Use of Firearms

• TIER 3 ARMED GUARD shall conduct annual weapons qualifying training with a recommended minimum qualifying score of 80 percent of the contract- identified course of fire. Armored guards (guards wearing protective gear, such as ballistic vests) must have qualified wearing the same type of armor/ballistic vests/protective gear as will be worn on duty for the requesting agency.

• TIER 3 ARMED GUARD shall comply with all appropriate Federal, State, and local weapons regulations, as well as successfully complete the firearms range qualification requirements of the Arizona Police Officer Standards and Training (AZ POST) qualification process or a comparable State license issuance process for armed guards.

• A change of firearm or holster requires additional training of a minimum of eight (8) hours.

• TIER 3 ARMED GUARD shall have recurring annual training of forty (40) hours

• Six (6) months of experience as an Armed Guard required.

4.10. Appearance

- 4.10.1. All security guard personnel assigned to work at the State shall be neat and clean in attire and person. Security guard personnel shall be properly uniformed while on duty and shall conduct themselves in a professional manner. All security guards shall

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wear and display badges and other identification required by State and in accordance with ARS 32-2635 and DPS R13-6-502 & 503;

4.11. Response Time

- 4.11.1. On-site response time by the awarded Contractor shall be within twenty-four (24) hours of notification by the using State agency. Contractor's facilities must be open for business and available to provide the services contained herein, during the normal business hours of 0800 till 1700 Monday through Friday (excluding State holidays), and provide an attended emergency number for use after these hours. Some agencies may have requirements outside of regular business hours and this will be noted in that agency's task order.
- 4.11.2. Any security guard personnel assigned to work at the State, who voluntarily leaves their post or is required by the State to be removed, shall be replaced by the Contractor with qualified security guard personnel within two (2) hours.
- 4.11.3. The Contractor will be required to remove and replace any security personnel that the State finds objectionable for any cause. The State representative or designee will report the name of the security personnel and the reasons for the removal to the Contractor. The Contractor shall supply the State with proper license and certifications for the replacement security personnel within the time stated in 4.11.2.

4.12. Duty Schedule Interruption

- 4.12.1. Absenteeism and Tardiness are not allowed or excused. It is important for the Contractor to adhere to the time frames for service as set forth in this contract. Services are for the seven days of the week.
- 4.12.2. Any change in schedule times will be provided to the Contractor at least twenty-four (24) hours prior to the implementing a new time schedule. If the Contractor does not meet the scheduled times exactly, meaning the security guard personnel are not present for the duty at the time specified, the State will file a deficiency report with the State Procurement Office. If the contractor changes personnel, or they are unable to meet the duty schedule, the Contractor must provide at least twenty-four (24) hours notice.
- 4.12.3. If the contractor makes a change, it must be for a LIKE Tiered Security Guard. For example, Contractor cannot replace an Armed Guard with an Unarmed Guard.

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- 4.12.4. Failure to adhere to these requirements could result in damages. Damages to the State from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex and unreasonably burdensome to prove. The Contractor acknowledges these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the State the sum of any costs associated with the replacement of personnel who fail to show or fail to meet the requirements of the Task Order.

4.13. Reporting/Record Keeping

- 4.13.1. Assigned security personnel shall be responsible for notifying all appropriate State personnel in the event of fire, fire alarm related incidents, unsafe conditions, vandalism, theft or intrusion, crimes committed and criminal activity as soon as is practical. Contractor shall submit written reports of all unusual incidents or hazardous conditions at the conclusion of each shift. Contractor shall maintain and submit upon request, complete and chronologically accurate and legible security shift log to the State authorized designee. The contractor shall maintain complete and accurate records required to substantiate services provided to the State. Such record must indicate the security personnel providing the service along with the time and dates of service. The Contractor must make these available to the State upon request.

4.14. Invoicing

- 4.14.1. Contractor must have the ability to invoice multiple agencies separately and have acceptable accounting procedures.
- 4.14.2. A two (2) hour shift minimum will be allowed and may be billed. All employees must sign in and out for each shift. Copies of all sign in and out sheets must accompany invoices.
- 4.14.3. Example: A state agency may require Security Guard service for a 30-minute meeting. The security guard is able to bill two (2) hours in providing this coverage.

4.15. Timesheet

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- 4.15.1. The State will provide a timesheet, either in hard copy or digital copy to track and record the hours to be billed to the State for security services, in a pay period. The form shall be signed by a State supervisor as confirmation. A copy of the form will be forwarded to the State for reconciliation of the same bi-weekly hours invoiced to the State by the Contractor for payment.

4.16. Overtime

- 4.16.1. Overtime hours invoiced will not be paid unless previously approved by a State representative authorized in writing. Hours that fall outside of the designated schedules specified within work orders shall also be authorized in writing or will not be paid.

4.17. Inspection of Assigned Personnel

- 4.17.1. The State may, at any time, announced or unannounced, examine and review security personnel at the assigned location to determine compliance with assigned duties. The State will maintain a written record of each inspection documenting the dates, times and any comments the service provided and shall make the records available to the Contractor upon request.
- 4.17.2. The State shall, upon receipt of complaint or other issue regarding the conduct or service performance of a contracted employee, conduct an unscheduled inspection of the security officer. The State will notify the Contractor of the unscheduled inspection, report its results, if necessary recommend corrective action and complete and submit a Vendor Performance Report.

4.18. Client Business Reviews

5. Agency Responsibilities

- 5.1. The State shall determine the number of security personnel and supervisors required and provide a schedule to the Contractor. All changes to the schedule must have State Approval.
- 5.2. The hours of service will be designated by the State based upon facility requirements.
- 5.3. Designation of specific assignments outside the facility shall be determined by the State.

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- 5.4. The State reserves the right to interview and approve or disapprove any person to be assigned to the contract.
- 5.5. The State will provide post orders and a Code of Conduct that are to be followed by security personnel.
- 5.6. Agencies shall ensure that Contractor has provided guards with restroom facilities and water as required in Section 4.8.9. Agency shall promptly notify the Contractor of any breach. Agency shall specify within the task order if restroom facilities or water will need to be brought into the post.

6. Task Order

- 6.1. Within the guidelines set forth in this Scope of Work, a detailed task order shall be developed for each Armed/Unarmed Assignment and agreed to by both parties. The task order shall describe additional requirements based on the State's needs and incorporated herein by reference.

State Task Orders shall define additional requirements such as:

- Additional Training Requirements (required video reviewing or policy and procedures, documentation, etc.)
 - Knowledge of security equipment (metal detectors, video cameras, etc.)
 - Duration of assignments from start to finish.
- 6.2. Contractor and state shall negotiate pricing consistent with the Contractor's price sheets.
 - 6.3. The contractor shall complete all work in accordance with the provisions of this Scope of Work and the task order as negotiated for each specific assignment.
 - 6.4. Assigned security guard personnel shall perform other general security duties in accordance with written and oral instructions issued by the State authorized designee.
 - 6.5. Agency may request additions, such as basic armor, premium armor, vehicles, golf carts, bilinguals, computer literacy, an approved electronic tracking system such as silvertracsoftware.com, or porta potties, on separate line items.

7. Will call / Ordering Support

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- 7.1. The Contractor shall provide and maintain applicable toll-free telephone numbers and facsimile numbers for State use. Failure to maintain this service may be cause for cancellation of the contract.

8. Quality Assurance

- 8.1. The Contractor's Quality Control Inspectors shall conduct inspections in accordance with the contractor's Quality Control Plans (QCPs) as frequently as necessary to ensure effective contract performance, and each facility shall, at a minimum, be inspected on a quarterly basis. The QCPs shall include, but is not limited to: contract conformance to include quality of services, schedule/timeliness, and business relations.
- 8.2. The QCP shall explain a metric-based inspection procedure that evaluates internal controls, procedures and security practices relative to all major areas of contract administration and management.
- 8.3. The Contractor shall, at its own expense, undertake necessary or additional quality controls when the Contractor's performance indicates a need for additional quality control measures.

9. Quality Control Plan

- 9.1. The Contractor shall provide a detailed QCP 30 calendar days after contract award.
- 9.2. The QCP shall address quality control as it relates to the security officers performing under this contract at the facility level.
- 9.3. Security officers shall not serve as QCIs or perform QCI duties under this contract.
- 9.4. The Contractor's QCP is not limited to, but at minimum:
 - 9.4.1. Shall demonstrate the Contractor's ability:
 - To consistently provide the level of service required under the design/detailed SOW.
 - To assure compliance with all applicable statutory and regulatory requirements.
 - To identify and correct negative trends.
 - 9.4.2. Shall include the following:



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- The type and frequency of the Contractor's quality control actions and inspections.
- The Quality Control Inspectors (QCI) qualifications.
- Develop Quality Inspection Checklist Templates for approval by the State.

9.4.3. Shall use a performance metric to measure the QCP considering:

- High value/critical requirements.
- Delivery performance.
- Currency and accuracy of reports.

9.5. The Contractor shall brief the State immediately of any deficiency discovered during a Quality Control Inspection, and provide a written report detailing the deficiency and the corrective action taken within ten (10) calendar days of the incident.

9.6. Additionally the Contractor's QCI shall conduct inspections in accordance with the Corporate QCP as frequently as necessary to ensure effective contract management. The Corporate QCP shall include, but not be limited to:

- Business relations with the State security staff.
- Management of key personnel.
- Cost control.
- Compliance with System for Award Management (SAM) Requirements.

9.7. The Contractor shall provide to the State a detailed Corporate QCP 30 calendar days after contract award.

9.8. Contractor must accommodate State requests to tour its facilities and investigate Contractor's training programs, including, but not limited to, showing copies of training certificates.

End of Section 2-A

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2B. Law Enforcement Patrols on State Trust Land

1. The Arizona State Land Department (ASLD) has identified the need for Off-Duty Police Officers to patrol State Trust Lands within the State of Arizona. Patrols are needed to educate the public on responsible riding and air quality as well as public health. Patrols are also needed to enforce area closure(s) to off-highway vehicles on State Trust lands in areas of high impact recreational OHV (Off-Highway Vehicle) use. Law Enforcement shall enforce the terms and conditions of the Arizona State Land Department (ASLD), such as the compliance with Recreation Permits, State and/or Local regulations and policy compliance as it pertains to or impacts air quality
- 1.2. Expenditures in this market for these services during the previous contract period were approximately \$273,900.00; however, there is no guarantee of the quantity of services to be delivered under this contract.,
- 1.3. GENERAL SCOPE REQUIREMENTS OF WORK TO BE PERFORMED:
 - Off Highway Vehicle (OHV) Site Patrols
 - 1.1. The purpose of the patrols is to promote responsible OHV recreation use by enforcing State and/or Local regulations and policy as it pertains to, or impacts, recreational OHV use
 - 1.1.2. Educate the public on reasonable driving.
 - 1.1.3. Enforce the terms and conditions of the Arizona State Land Department (ASLD) recreation permit.
 - 1.1.4 Enforce area closure(s) to off-highway vehicles on State Trust Lands in areas of high-use or high-impact recreational OHV sites.
 - 1.1.5 Provide a recognizable presence (uniformed and armed) on motorized routes, sites, and facilities used by the public.
 - 1.1.6 Officers will report activity and findings in written form to the ASLD on a weekly basis.
 - 1.1.7 Patrols will occur primarily on Fridays, Saturdays, Sundays, and holidays but will also be utilized to support the needs of ASLD as determined by the OHV coordinator
 - 1.2. Dust patrol per Senate Bill 11552. A.R.S. § 49-457.03: Note: The Arizona Department of Environmental Quality (ADEQ) will issue a 5-day forecast for high wind advisories. The Arizona State Land Department (ASLD) must respond to the notice. ASLD will contact the contractor and

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request a specific number of officers to a specific site. The forecast may be modified by ADEQ at any time.

1.2.1 The purpose of the patrols is to provide a recognizable presence and to enforce State and/or Local regulations and policy as it pertains to, or impacts, air quality (PM10).

1.2.2 Educate the public on air quality and public health.

1.2.3 Enforce the terms and conditions of the Arizona State Land Department (ASLD) recreation permit.

1.2.4 Enforce area closure(s) to motorized use on State Trust Lands in areas of PM10 non- attainment as defined by the Environmental Protection Agency.

1.2.5 Patrols will occur on an as needed based on a five (5) day notification issued by the Arizona Department of Environmental Quality or as directed by the State Land Department.

1.3. Other Deputies as Assigned

1.3.1. Enforce infractions on State Trust Land including, but not limited to: OHV violations, stolen vehicles, criminal dumping, theft, vandalism and trespassing

1.3.2. Specific locations and dates for assignments and patrols to be provided by the ASLD OHV coordinator.

1.4. Location of Services Needed: Potential Contractors are not required to provide services for all locations. Contractors may provide pricing for locations submitted on the Task Order. The primary service areas are located within the cities of metropolitan Phoenix and Tucson and within the following counties, but are not limited to:

- 1.4.1 Apache
- 1.4.2 Coconino
- 1.4.3 Maricopa
- 1.4.4 Mohave
- 1.4.5 Navajo
- 1.4.6 Pinal
- 1.4.7 Pima
- 1.4.8 Yavapai
- 1.4.9 Yuma

1.5. Contractor Requirements



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1.5.1 Contractor must be an AZPOST-certified Peace Officer currently endorsed by a State, County or Municipal agency with the authority to conduct law enforcement activities in subject areas, such as issuing citations and warnings and performing other criminal arrests.

1.5.2 Complete reports as necessary.

1.5.3 Work shall be performed in uniform and with a vehicle clearly identified with markings and/or emergency lighting.

1.5.4 Patrolling officers may be required to attend an Arizona State Land Department two (2) hour training class prior to the start of the first work assignment. Training classes will be held throughout the State as needed.

1.5.5 The Contractor shall provide a police/emergency vehicle that is owned by the agency they are employed by to perform the patrols. The vehicle shall be clearly identifiable as a law enforcement vehicle.

1.5.6 Contractor shall make prior arrangements with all counties and cities law enforcement for awarded territories to obtain their approval for jurisdiction in these areas.

1.6. The Arizona State Land Department has salaried personnel to advise and coordinate as well as provide Arizona State Land Department brochures and information.

1.7. Completion Reports / Accountability: The Contractor shall provide a Law Enforcement Reporting Form (Exhibit B) (Form is subject to change at agency's notification) of work performed upon submittal of invoice, which includes:

1.7.1 Description of completed work

1.7.2 Complete an approved ASLD statistical report.

1.7.3 Summary of the daily patrol and incidents, which will include issues that should be addressed by ASLD personnel.

1.7.4 Submittal of photos that illustrate major accomplishments completed under this Contract, if applicable.

End of Section 2-B



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SECTION 2C Security Services on Sovereign Lands

1. PURPOSE:

- 1.1. The purpose is to establish armed, unarmed, vehicle patrol security services and emergency response personnel on Sovereign Lands.
- 1.2. Legal Authority: ADES is authorized to enter into contract and incur obligations within the general scope of its activities and operations pursuant to the Arizona Revised Statute: A.R.S. §41-1954(A)(6) subject to the availability of funds.
- 1.3. Projected Awards: It is the intent of the Department to make multiple awards for this service by location to ensure coverage; however, the Department reserves the right to make a single award.
- 1.4. Projected Utilization: This contract is on an as needed, if needed basis. ADES makes no guarantee of the number of purchase authorizations to be issued.

2. DEFINITIONS:

- 2.1. Office of Inspector General ("OIG"): The Office of Inspector General is the Administration within ADES responsible for ADES' security operations.
- 2.2. Post Order: Refers to the document prepared by OIG of written guidelines and expectations outlining the security plan for a specific location.
- 2.3. State Holidays: State of Arizona observed holidays include New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- 2.4. Supervisor: Refers to the Contractor's working supervisor at the site location.
- 2.5. Supplement Service Order: Refers to the document prepared by OIG, which describes and approved additional Security Services to be performed at a specific location.
- 2.6. Working or Business Days: Monday through Friday, 8AM – 5PM-MST unless specified otherwise, except State of Arizona observed holidays.

3. SERVICE DESCRIPTION:

- 3.1. This service includes providing the personnel, equipment, and supplies that are necessary to perform Security Services on Sovereign Lands as defined in the specifications of the Scope of Work.
- 3.2. Site locations are provided in Exhibit A, *Site Location Information*. The location listing is subjected to change based on the needs of ADES throughout the term of this Task Order.

4. CONTRACTOR REQUIREMENTS:

4.1. Contractor Shall:

- 4.1.1. Abide by all applicable federal, State, and local laws.
- 4.1.2. In the event that Contractor determines that a portion of this Scope of Work contradicts with any requirement under federal, local, or state law, the Contractor shall immediately notify the Procurement Officer.
- 4.1.3. Should the Procurement Officer and the Contractor agree that a portion of this Scope of Work contradicts any legal requirement(s), the contradictory portion of the Scope of Work shall be severed and will not affect any other term or condition of the Contract.



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- 4.2. Provide all services as defined in the Scope of Work, Post Order or Supplement Service Order as directed by ADES upon receipt of a purchase order.
- 4.3. Provide services in such a manner that does not result in damage to ADES' facilities, grounds, landscaping, utilities, or structures.
- 4.4. Repair or replace damage that occurs during the performance of this contract at no cost to ADES.
- 4.5. Perform services between the hours of 6:00am and 6:00pm MST, Monday through Friday, except for State Holidays, unless specified differently in writing by Post Orders.
- 4.6. Provide security personnel with a clear photo name badge or Contractor uniform containing the company name and/or logo for identification prior to performing services.
- 4.7. Provide an adequate number of employees, supervisors and team leaders as required who are all at least **21 years** of age or older, that can conduct themselves in a professional manner and ensure all work is performed within the requirements of this contract.
- 4.8. Be mentally alert and void of any serious hearing impairment.
- 4.9. Possess good visual capacity required to perform all required security functions.
- 4.10. Have security personnel who completed education is minimum of a High School degree or GED equivalent.
- 4.11. Not have convictions for felonies or any crimes involving moral turpitude or illegal use or possession of a dangerous weapon while performing security services under this Task Order.
- 4.12. Not have personnel providing services who was a military dishonorable or undesirable discharge.
- 4.13. Pass a fingerprint, drug screen, background check and a pre-employment FBI background check.
- 4.14.
- 4.15. Ensure all staff can effectively communicate with ADES personnel in written and spoken English via electronic, verbal, and written methods.
- 4.16. Establish and administer that only the Contractor's personnel are permitted at ADES facility locations. Any person or individual not employed by Contractor for service is strictly prohibited on State premises. (Including but not limited to spouses, children, and visitors).
- 4.17. Guarantee that all contractors' personnel are not under the influence of intoxicating beverages, legal and/or illegal substances while providing services under the contract.
- 4.18. Adhere to all requirements stated in a specific location post order.
- 4.19. Possess certification for security officer/guard training program per Arizona Revised Statutes Title 32, Chapter 26;
- 4.20. Possess, while on duty, an identification card in compliance with the Arizona Revised Statute 32-2633;

5. Appearance

- 5.1. All security guard personnel assigned to work shall be neat and clean in attire and person.
- 5.2. Wear a proper uniform while on duty and shall conduct themselves in a professional manner.
- 5.3. Wear and display badges and other identification required by State and in accordance with ARS 32-2635 and DPS R13-6-502 & 503;

6. Response Time

- 6.1. Provide On-site personnel within twenty-four (24) hours of notification by OIG.

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- 6.2. Establish that the Contractor's facilities must be open for business and available to provide the services contained herein, during the normal business hours of 8:00 A.M till 5:00 PM Monday through Friday (excluding State holidays) and provide an attended emergency number for use after these hours.
- 6.3. Any time requirements outside of regular business hours and this will be noted in the location's Post Order.
- 6.4. Any security guard personnel assigned to work at a location, who voluntarily leaves their post, or is requested by OIG to be removed, shall be replaced with another qualified security guard personnel within two (2) hours.
- 6.5. Remove and replace any security personnel that OIG finds objectionable for any cause.
- 6.6. OIG will report the name of the security personnel and the reasons for the removal.
- 6.7. Replace with a qualified alternate security personnel by the start of the next shift.
- 6.8. Provide ADES with proper license and certifications for any security personnel within twenty-four (24) hours of the request.

7. Late for Duty

- 7.1. Establish with personnel that tardiness is not allowed or excused.
- 7.2. It is important for the personnel to adhere to the time frames for service as set forth in this contract.
- 7.3. Any change in schedule times will be provided to the Contractor at least twenty-four (24) hours prior to the implementing a new time schedule.
- 7.4. If the security guard personnel is not present for the duty at the time specified, OIG will file a Vendor Performance Report with the Office of Procurement.

8. Inspection of Security Personnel

- 8.1. OIG may, at any time, announced or unannounced, examine and review security personnel at the assigned location to determine compliance with assigned duties.
- 8.2. OIG will maintain a written record of each inspection documenting the dates, times, and any comments the service provided and shall make the records available to the Contractor upon request.
- 8.3. OIG, upon receipt of complaint or other issue regarding the conduct or service performance of a security personnel, conduct an unscheduled inspection.
- 8.4. OIG will notify the Contractor of the unscheduled inspection, report its results, recommend corrective action, and complete and submit a Vendor Performance Report, if necessary.

9. Reporting and Record Keeping

- 9.1. Assigned security personnel shall be responsible for notifying all appropriate State personnel in the event of fire, fire alarm related incidents, unsafe conditions, vandalism, theft or intrusion, crimes committed, and criminal activity as soon as is practical.
- 9.2. Submit written reports of all unusual incidents or hazardous conditions at the conclusion of each shift.
- 9.3. Maintain and submit upon request, complete and chronologically accurate and legible security shift log to OIG authorized designee.
- 9.4. Maintain complete an accurate record required to substantiate services provided to ADES.
- 9.5. Indicate the security personnel providing the service along with the time and dates of service.
- 9.6. Provide available reports to ADES upon request.



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10. Timesheets

- 10.1. Tack and record the hours to be billed to ADES for security services, OIG will provide a timesheet, either in hard copy or digital copy for the given pay period.
- 10.2. The timesheet shall be signed by an OIG supervisor as confirmation of hours worked.
- 10.3. A copy of the form will be forwarded to OIG for reconciliation of the same bi-weekly hours invoiced to OIG by the Contractor for payment.

11. Overtime

- 11.1. Not invoice for overtime unless previously approved by an OIG representative in writing.
- 11.2. Working hours that fall outside of the designated schedules specified within the post orders shall also be authorized in writing or will not be paid.

12. Basic security services to include but not limited to:

- 12.1. Control access through public entrance doors.
- 12.2. Sign in visitors and determine purpose of visit, provide directions, escort employees.
- 12.3. Respond to reported suspicious situations, alarms, and emergency needs.
- 12.4. Perform parking lot surveillance, and check that doors are locked after office hours.
- 12.5. Writing reports and maintaining daily activity log.
- 12.6. Enforcement of "no smoking" policies and laws.
- 12.7. Not allow unauthorized personnel into any restricted area.
- 12.8. Not be required to take any form of physical and verbal abuse from the public or
- 12.9. State staff and will report any incidence to State authorized designee through a written account at the end of the shift.
- 12.10. Utilize appropriate force to protect ADES employees or the public from assault, or other harm.
- 12.11. Using when necessary, self-defense in order to protect themselves as well as the ADES staff from both armed and unarmed attacks.
- 12.12. Escalate unresolved issues to contractor's supervisor and OIG Regional Supervisor.

13. All Security Guards shall possess the following, unless indicated on Post Orders:

- 13.1. A current First Aid and CPR certification cards.
- 13.2. The necessary skills and training to deploy and properly use an automatic external defibrillator (AED).
- 13.3. A thorough knowledge of all security rules, regulations, procedures, and laws pertaining to detaining individuals.
- 13.4. Required materials including, but not limited to: deggy wands, 2-way radios, cell phones, flashlights, tasers, vehicles, keys, batons, OC spray (Oleoresin Capsicum Aerosol). Unless otherwise specified in written post orders.
- 13.5. A valid and unrestricted (except eyeglass wear) Arizona Driver's License.
- 13.6. Good physical condition and capable of performing all assigned duties to include, but not limited to:
 - 13.6.1. Standing and or walking during entire assigned shift.
 - 13.6.2. Dragging a person (weighing up to 200 lbs.) up to 10 yards from a hazardous location.
 - 13.6.3. Climbing of stairs and/ or ladders.
 - 13.6.4. Lifting or carrying of objects weighing up to 50 pounds.



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13.6.5. Running of short distance (minimum of one mile).

13.6.6. Rendering aid by bending or kneeling.

14. Tier 1 Guard is identified as an unarmed guard that meets the requirements of all security guards requirement listed in this Scope of Work and shall include following training:

14.1. General Job-Related Training - Requires a minimum four (4) hours of training in the following subjects, with 20 percent hands on and/or practical application in the following subjects:

14.1.1. Overview of the Administration and/or Agency

14.1.2. Overview of the Roles and Responsibilities of a contract officer

14.1.3. Ethics and Professionalism

14.1.4. Company/Agency Administrations and Post Duties

14.1.5. Gun locker training

14.2. Human Interaction and Customer Service - Requires a minimum of eight (8) hours of training with 50 percent hands on and/or practical application in the following subjects:

14.2.1. Principles of Communications

14.2.2. Professional Public Relations, and Understanding Human Behavior (psychology)

14.2.3. Fundamentals of de-escalation of irate/disruptive individuals

14.2.4. Fundamentals of dealing with individuals with severe mental illness

14.3. Inspections - Requires a minimum of eight (8) hours of training with 50 percent hands on and/or practical application in the following subjects, if required in task order:

14.3.1. Screener Training (only required if requested within post order)

14.3.2. Examining of Identification and Credentials (minimum of two (2) hours for every security professional)

14.3.3. Electronic Surveillance Monitoring (only required if requested within post order)

14.3.4. X-ray machine training (only required if requested within post order)

14.4. Law Enforcement Support - Requires a minimum of eight (8) hours of training with 20 percent hands on and/or practical application in the following subject:

14.4.1. The Law, Legal Authorities, Jurisdiction, and Responsibilities

14.4.2. Crimes and Offenses

14.4.3. Search and Seizure

14.4.4. Authority to Detain

14.4.5. Use of Force

14.4.6. Crime Scene Protection

14.4.7. Basic Rules of Evidence

14.4.8. Crime Detection, Assessment, and Response

14.4.9. Active Shooter

14.5. Patrol Only - Requires two (2) hours of training with 20 percent hands on and/or practical application in the following subjects:

14.5.1. Importance of Patrol Methods and Patrol Hazards

14.6. Communications - Requires a minimum of four (4) hours of training with 50 percent hands on and/or practical application in the following subjects:



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- 14.6.1. Records, Reports, and Forms
- 14.6.2. Communications Equipment

- 14.7. **Emergency Response** - Requires a minimum of twelve (12) hours of training with 50 percent hands on and/or practical application in the following subjects:

- 14.7.1. General Response Procedures
- 14.7.2. Safety and Fire Prevention
- 14.7.3. Special Situations
- 14.7.4. Code Adam
- 14.7.5. Terrorism, Anti-Terrorism, and Weapons of Mass Destruction
- 14.7.6. Bomb Threats and Incident
- 14.7.7. Civil Disturbances
- 14.7.8. Workplace Violence and Active Shooter
- 14.7.9. Cardio-pulmonary resuscitation (CPR), automatic external defibrillator (AED), First Aid
Emergency Communications

- 15. Tier 2 guard is identified as a guard that is armed with less than lethal weapons such as tasers, vehicles, keys, batons, OC spray (Oleoresin Capsicum Aerosol), possess the training of a Tier 1 guard and shall maintain the following requirements unless indicated on post orders:**

- 15.1. Six (6) months of experience as a Security Guard with intermediate weapons required.
- 15.2. Attend annual reoccurring training of twenty-four (24) hours

- 15.3. Tier 2 guard training shall include all requirements listed in this Scope of Work, Tier 1 training plus:**

- 15.3.1. Weapons and Defensive Tactics** – A minimum of twenty-four (24) hours of training with 50 percent hands on and/or practical application in the following subjects:

- 15.3.1.1. Defensive Tactics
- 15.3.1.2. Use of Handcuffs
- 15.3.1.3. Use of Intermediate Weapons
- 15.3.1.4. Training in less than lethal weapons (OC Spray, Taser, and/or Baton-collapsible/expandable)

- 15.4. Tier 3 guard is identified as a guard that is fully armed and possess the training of a Tier 1 and Tier 2 guard and shall maintain the following requirements unless indicated on post orders:**

- 15.4.1. Six (6) months of experience as an Armed Guard required.
 - 15.4.1.1. Attend annual reoccurring training of forty (40) hours.
 - 15.4.1.2. Have successfully completed the required firearms training per Arizona Revised Statute, A.R.S., Title 32, Chapter 26.
 - 15.4.1.3. Comply with all appropriate Federal, State, and local weapons regulations, as well as successfully complete the firearms range qualification requirements of the Arizona Police
 - 15.4.1.4. Officer Standards and Training (AZ POST) qualification process or a comparable State license issuance process for armed guards.



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- 15.4.2. Shall conduct annual weapons qualifying training with a recommended minimum qualifying score of 80 percent of the contract identified course of fire. Armed guards (guards wearing protective gear, such as ballistic vests) must have qualified wearing the same type of armor/ballistic vests/protective gear as will be worn on duty as requested by OIG.
- 15.4.3. Not be a prohibited possessor as defined in section A.R.S. 13-3101 or as described in Section 18, USC 922.
- 15.4.4. Not have been convicted of any crime involving domestic violence as defined in Section 13-3601.
- 15.4.5. Not use shotguns or rifles under this contract unless specifically requested in a post order by the ADES.
- 15.4.6. Carry firearms always while on duty (limited to the following calibers: .357, .40, .45, and 9 mm); at no time is the firearm to be concealed.
- 15.4.7. Have in possession his or her valid firearm permit.
- 15.4.8. Wear Level II ballistic vest concealed under their uniform and maintained consistent with manufacturer's requirements.
- 15.4.9. Not store weapons on any State premises unless required by ADES.
- 15.4.10. Wear level two retention holster, a change of firearm or holster requires additional training of a minimum of eight (8) hours.
- 15.4.11. Maintain weapons lockers per ADES policy.
- 15.4.12. Complete use of force report within eight (8) hours of any use of force.

15.5. Tier 3 guard training shall include all requirements listed in this Scope of Work, Tier 1, and Tier 2 training plus:

15.5.1. TIER 3 ARMED GUARD ADVANCED TRAINING - A minimum of forty (40) hours of training with 70 percent hands on and/or practical application in the following subjects:

- 15.5.1.1. Crisis intervention
- 15.5.1.2. Nonverbal training
- 15.5.1.3. Situation awareness
- 15.5.1.4. Advanced active shooter
- 15.5.1.5. Hostage Situations
- 15.5.1.6. Use of Firearms

15.6. Additional Services: Within the guidelines set forth in this Scope of Work, a Supplement Service Order shall be developed for each Armed/Unarmed Assignment and agreed to by both parties. The post order shall describe additional requirements based on the State's needs and incorporated herein by reference; such services include but are not limited to:

- 15.6.1. Vehicle Patrol
- 15.6.2. Golf Cart Patrol
- 15.6.3. Additional basic and/or premium armor
- 15.6.4. Body Cameras, the footage from body cameras is being made or received by a governmental agency in pursuance of law or in connection with the transaction of public business, the footage is subject to public records and retention laws. (see A.R.S. § 41-151.18).



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15.6.5. Additional Training Requirements (required video reviewing or policy and procedures, documentation, etc.)

15.6.6. Knowledge of security equipment (metal detectors, video cameras, etc.) duration of assignments from start to finish.

15.6.7. Approved electronic tracking system software.

15.7. The Contractor and ADES shall negotiate pricing consistent with the type of services requested under the Supplement Service Order.

16. DELIVERABLES:

16.1. The Contractor shall:

16.1.1. Provide security services and complete training requirements as identified in Section 5.0, Contractor Requirements.

16.1.2. Provide authorization to preform security services on the Sovereign Lands where ADES identifies the need as stated in Exhibit A *Site Location Information*.

17. Invoicing

17.1. Contractor must possess the ability to invoice for multiple locations separately and have acceptable accounting procedures.

17.2. All security personnel must sign in and out for each shift completed.

17.3. A two (2) hour shift minimum will be allowed and may be billed.

17.3.1. Example: OIG may require Security Guard service for a 30-minute meeting. The security guard is able to bill two (2) hours in providing this coverage.

17.4. Copies of all timesheets must accompany invoices for payment.

18. PAYMENTS:

18.1. Unit Rates are inclusive of all costs per Exhibit A *Site Location Information*, and are associated with the provision of the service including, at a minimum:

18.1.1. staff time;

18.1.2. administrative cost;

18.1.3. travel time;

18.1.4. mileage;

18.1.5. insurance; and

18.1.6. other cost associated with the service provision. ADES will not pay these or any other costs separately. The contractor's bid pricing shall be all inclusive. Any unauthorized service and invoicing will not be honored and the Contractor shall assume all responsibility and associated cost at his or her own expense.

18.2. One (1) Hour of Labor for Tier 1 Security Services. The hourly rate for services means one (1) hour or sixty (60) minutes performing security guard services between the hours of Monday through Friday, 6:00 A.M. to 6:00 P.M.



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- 18.3. One (1) Hour of Labor for Tier 2 Security Services. The hourly rate for services means one (1) hour or sixty (60) minutes performing security guard services between the hours of Monday through Friday, 6:00 A.M. to 6:00 P.M.
- 18.4. One (1) Hour of Labor for Tier 3 Security Services. The hourly rate for services means one (1) hour or sixty (60) minutes performing security guard services between the hours of Monday through Friday, 6:00 A.M. to 6:00 P.M.
- 18.5. One (1) Hour of Labor of Overtime for Security Services. The hourly rate for services means one (1) hour or sixty (60) minutes performing security guard services between the hours of Monday through Friday, 6:00 P.M. to 6:00 A.M.
- 18.6. Additional services will be paid in accordance with the Supplement Service Order.

19. Reporting Requirements

- 19.1. The Contractor shall submit the following items and all notices/correspondence relevant to this contract as directed by ADES, electronically or by mail to:

Arizona Department of Economic Security
ATTN: Anthony Lythgoe
Office of Inspector General
P. O. Box 6123 – Mail Drop 1711
Phoenix, AZ 85007
Email: ALythgoe@azdes.gov

- 19.2. The Certificate of Insurance is to be submitted electronically or by mail to:

Arizona Department of Economic Security
Office of Procurement
P. O. Box 6123 – Mail Drop 1541
Phoenix, AZ 85007
Email: Procurement@azdes.gov

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20. Exhibit A – Site Location Information

Location 364: Highway 264 and Route 12, Suite 53E, Window Rock, AZ

Location 316: 50 S. Main Street, Suite 203, Tuba City, AZ

Location 332: 50 Yards W. of NHA Housing, Kayenta, AZ

Locations are subjected to change based on ADES needs.

Any changes to *Exhibit A - Site Location Information*, will be processed through a formal Contract Amendment.

End of 2C

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1. Compensation Method

Contractor will be compensated based on the final detailed written quote approved by the Customer

2. Pricing Method

2.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in the APP Items (F) tab OR Attachments titled BPM004732 Attachment 4 Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

2.1.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2. If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.



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- 2.3. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.
- 2.3.1 Initial Contract prices will be honored for two (2) years after award of Contract.
- 2.3.2. All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- 2.3.3. All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.
- 2.4. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.
- 2.5. Additional Charges. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.
- 2.6. Travel. Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

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3. Funding

No particular funding considerations apart from paragraph 4.4 [Availability of Funds for the Next State fiscal year] and 4.5 [Availability of Funds for the current State fiscal year] of the Uniform Terms and Conditions have been identified as of the Solicitation date.

4. Invoicing

4.1. Invoices Go To Buying Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2. Minimum Invoice Requirements. Every invoice must include the following information:

- 4.2.1. Bill-to name and address
- 4.2.2. Contractor name and contact information
- 4.2.3. Remit-to address
- 4.2.4. Invoice number and date
- 4.2.5. State contract number
- 4.2.6. Order number (APP PO number)
- 4.2.7. Date the services performed
- 4.2.8. Applicable payment terms
- 4.2.9. Material or Service description (Itemized)
- 4.2.10. Quantity delivered or performed
- 4.2.11. Line item unit of measure
- 4.2.12. Item price
- 4.2.13. Extended pricing
- 4.2.14. Taxes (as a separate invoice line item)
- 4.2.15. Mailing fees (if applicable)

4.3. Total invoice amount No Invoice Without Authorization. Contractor shall not seek payment for any:

- 4.3.1. Materials or Services that have not been authorized on an acknowledged Order;
- 4.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or

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4.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

4.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

4.5.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify the Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.5.2. Invoices will be deemed automatically rejected upon delivery if they:

4.5.2.1. are sent to an incorrect address;

4.5.2.2. do not reference the correct State contract or APP Order number; or

4.5.3. are payable to any Person other than the Contractor. The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5. Payments

5.1. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2. Joint checks or direct pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.



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- 5.3. Recovery of overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 5.4. Payment to subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5. Purchasing card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of the Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6.** Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/afis/vendor-information>

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Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Definition of Terms: As used in the Contract, the terms listed below are defined as follows:
 - 1.1. Acceptance: The document titled "Offer and Acceptance Form" bearing the state contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
 - 1.2. Accepted Offer:
 - 1.2.1. If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
 - 1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
 - 1.2.3. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
 - 1.3. Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq.* and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.* There is additional information in the Solicitation Instructions regarding how to access these state statutes and rules.
 - 1.4. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: <https://azdor.gov/transaction-privilege-tax-tpt>
 - 1.5. Attachment. Any item that:
 - 1.5.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);
 - 1.5.2. Was attached to an Offer when submitted; and
 - 1.5.3. Was included in the Accepted Offer.



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- 1.6. Pricing Document: The Pricing Section of the Special Terms and Conditions; provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.7. Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.8. Contractor: The Person identified on the Accepted Offer who has entered into the Contract with the State.
- 1.9. Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.10. Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the I.R.S. under Section 501(c)(3) through 501(c)(6) of the tax code.

- 1.11. Eligible Agency:
 - 1.11.1. If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.
 - 1.11.2. If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
 - 1.11.3. If the Special Terms and Conditions indicate that the Contract is a "cooperative" contract available for use by Co-Op Buyers, then "Eligible Agency" means any

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State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.

- 1.12. Instructions to Offerors: "Instructions to Offerors" means the Solicitation Instructions document of the Solicitation.
- 1.13. Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an "Order": "Purchase order," "task order," "service order," or "job order".
- 1.14. The State's eProcurement System: The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State's eProcurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf
- 1.15. State: With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.16. State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.17. Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretations

2.1. Usage. Where the Contract:

- 2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers,



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consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.

- 2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
- 2.1.4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;
- 2.1.5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

- 2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.



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2.2.2. Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.

2.2.2.1. Contract Amendments;

2.2.2.2. The final Solicitation Documents, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

(4) Scope of Work;

(5) Exhibits to the Scope of Work;

(6) Specifications; and

(7) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

3. Contract Administration and Operation



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- 3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for twenty four (24) months unless canceled, terminated, or permissibly extended.
- 3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.
- 3.3. Notices and Correspondence
 - 3.3.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding State's eProcurement System Vendor Profile; and address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.
 - 3.3.2. To State. Contractor shall address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the State's eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as "Purchaser" in the State's eProcurement System and via mail to the following mailing address:

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State Procurement Office
100 N 15th Avenue, Suite 305
Phoenix, AZ 85007
 - 3.3.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.
- 3.4. Signing of Contract Amendments. Contractor's counter-signature (or "approval" in the State's eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:
 - 3.4.1. extension of the term of the Contract within the maximum aggregate term; or
 - 3.4.2. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.



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In every case other than those listed in 3.4.1 and 3.4.2 above, both parties' signatures (or "approval" in the State's eProcurement System in the case of an Amendment) are required to give it effect.

- 3.5. Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.
- 3.6. Books and Records
- 3.6.1. Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.6.2. Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor's system (for example, related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State's government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.
- 3.6.3. Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and



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shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

- 3.6.4. Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7. Subcontract

- 3.7.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.
- 3.7.2. Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.
- 3.7.3. Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its

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obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.8. Orders

- 3.8.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.
- 3.8.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.
- 3.8.3. Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.8.4. No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.8.5. Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.



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3.9. Order Cancellations. State may cancel Orders within a reasonable period after issuance and at its discretion. The same method used for ordering will be used for cancellation.

3.9.1. If State cancels an Order, then State shall:

3.9.1.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date; and

3.9.1.2. reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.

3.9.2. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice; State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.

3.9.3. State shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.

3.10. The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

3.10.1. Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/programs/cooperative>

3.10.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary



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shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

- 3.10.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41- 2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>.

- 3.10.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>.

- 3.10.5. Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) “approving” the Order electronically in the State’s eProcurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in the State’s eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State’s eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that,



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Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State's eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State's eProcurement System and if it does so the rejection will be void.

- 3.10.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.
- 3.11. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State's eProcurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:
- 3.11.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;
- 3.11.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;
- 3.11.3. As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or
- 3.11.4. As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.
- 3.12. Work on State Premises



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- 3.12.1. Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
- 3.12.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].
- 3.13. Transitions
- 3.13.1. During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.
- 3.13.2. Eligible Agency or Co-Op Buyers representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

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3.13.3. RESERVED [for additional transition needs including, but not limited to, the transfer of any required data]

4. Costs and Payments

- 4.1. Type of Pricing. Offeror shall include only firm, fixed pricing in the Offer.
- 4.2. Contractor's Best Pricing. Contractor warrants that, for the term of the Contract, the prices and discounts set out in the APP Items (F) tab **OR** Attachments titled BPM004732 Attachment 4 Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment, and materials.
 - 4.2.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates, or allowances.
 - 4.2.2. If Contractor's Best Pricing for equivalent services, items of equipment, and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
 - 4.2.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If the difference occurred before it was identified, then Supplier agrees to charge less than the Contract Pricing until the extended difference that would have been realized (i.e. if the Contractor's Best Pricing had been applied when it should have been) has been settled.
- 4.3. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State.
 - 4.3.1. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.



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- 4.3.2. Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.
- 4.4. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases.
- 4.4.1. Initial Contract prices shall be honored for two (2) years after award of Contract.
- 4.4.2. All written requests for price adjustments made by the Contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- 4.4.3. All price adjustments will be implemented by a formal Contract Amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of the State.
- 4.4.4. State expects Contractors to use Lean Six Sigma principles to reduce costs in their supply chain, and not simply pass new costs on to the State. If a price increase is requested, State will ask for evidence that Lean Six Sigma principles and tools have been used by Contractor to attempt to reduce costs in advance of any request for a price increase under the Contract.
- 4.5. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include differences in pricing, begin, and end date of promotion along with the products covered.
- 4.6. Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>.



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Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.

4.7. Funding

No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Solicitation publication date.

4.8. Invoicing

4.8.1. Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity's purchasing tool/process.

4.8.2. Minimum Invoice Requirements. Every invoice shall include the following information:

- 4.8.2.1. Bill-to name and address;
- 4.8.2.2. Contractor name and contact information;
- 4.8.2.3. Remit-to address;
- 4.8.2.4. Invoice number and date;
- 4.8.2.5. State contract number;
- 4.8.2.6. Order number (APP PO number);
- 4.8.2.7. Material or Service description (itemized);
- 4.8.2.8. Date(s) Services were performed or Materials were delivered;
- 4.8.2.9. Applicable payment terms;
- 4.8.2.10. Quantity delivered or performed;
- 4.8.2.11. Line item unit of measure;
- 4.8.2.12. Item price;
- 4.8.2.13. Extended pricing;
- 4.8.2.14. Receipt for pass-through expenses (if applicable);
- 4.8.2.15. Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
- 4.8.2.16. Mailing fees (if applicable); and
- 4.8.2.17. Total invoice amount due.

4.8.3. No Invoice Without Authorization. Contractor shall not seek payment for any:



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- 4.8.3.1. Materials or Services that have not been authorized on an acknowledged Order;
- 4.8.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
- 4.8.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.
- 4.8.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.8.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
 - 4.8.5.1. The ordering Eligible Agency or Co-Op Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.
 - 4.8.5.2. Invoices will be deemed automatically rejected upon delivery if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.
 - 4.8.5.3. The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.
- 4.9. Payments
 - 4.9.1. Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and



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accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one.

- 4.9.2. Payments Only To Contractor. Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.2 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.
- 4.9.3. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.
- 4.9.4. Joint Checks or Direct Pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 4.9.5. Recovery of Overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 4.9.6. Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor. Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.
- 4.9.7. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618)

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within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/publications/forms>.

4.10. Applicable Taxes

- 4.10.1. Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
- 4.10.2. Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Assignment and Delegation

- 5.1.1. In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
- 5.1.2. In Part. Subject to Special Terms and Conditions sections 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not

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unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or state law.

6. Risk and Liability

6.1. Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. General Contractor Indemnification and Insurance Requirements

6.2.1. Contractor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (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 its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or

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Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') 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 indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2.3. **Insurance Requirements. Addendum A to the Special Terms and Conditions: Contractor Insurance Requirements is incorporated herein as part of the Special Terms and Conditions.**

6.3. Patent and Copyright Indemnification. *[CONTRACTOR/VENDOR (NOT PUBLIC AGENCY)]*. With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

6.3.3. State may elect to participate in such action at its own expense; and

6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this section 6.3 does not apply.

7. Warranties



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7.1. Warranties and Requirements Related to Information Technology. Addendum B: Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.

8. State's Contractual Remedies

8.1. [RESERVED]

9. Contract Termination

9.1. [RESERVED]

10. Contract Claims

10.1. [RESERVED]

11. Arbitration

11.1. [RESERVED]

12. General Provisions for Materials

12.1. Applicability. Section 12 applies to the extent the Work is or includes Materials.

12.2. Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for items not included in the scope of the Contract (and for which no price or compensation has been established contractually) or specifically excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 12.17 or cancel any such Order under subparagraph 12.18, in either case being without obligation and at Contractor's expense.

12.3. Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them. If late deliveries have been specifically addressed in the Contract, the Contract shall take precedence over any such Contractor policies.



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- 12.4. Indicate Shipping Costs on Order. Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).
- 12.5. Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
- 12.6. Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Contract for ordering by Eligible Agencies, and Co-Op Buyers, if applicable.
- 12.7. Additional Products. State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices offered to a significant number of buyers compare to the prices or discounts proposed for the additional products.
- 12.8. Discontinued Products. If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within five (5) business days after receiving the manufacturer's notification. State, at its discretion, may allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract. The resulting change to the Contract will be formalized by



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Contract Amendment. Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of any discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

- 12.9. Forced Substitutes. The Contractor shall not provide forced substitutions under the Contract; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 12.10. Recalls. In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684, with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieve stored products, and take any other reasonably necessary actions, to implement the recall.
- 12.11. Delivery Time. Unless stated otherwise in the Purchase Order, Contractor shall make delivery within two (2) business days after receiving each Order.
- 12.12. Delivery Locations. Contractor shall offer deliveries to every location served under the scope of the Contract, specifically
 - 12.12.1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
 - 12.12.2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
 - 12.12.3. if the Contract is for cooperative use, but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

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- 12.12.4. if the Contract is for unrestricted mandatory statewide and cooperative use, then:
- 12.12.4.1. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
 - 12.12.4.2. if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
 - 12.12.4.3. if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.
- 12.13. Conditions at Delivery Location. Contractor shall verify receiving hours and conditions (e.g. height/weight restrictions, access control, etc.) with the relevant Eligible Agency or Co-Op Buyer for the receiving site before scheduling or making a delivery. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State shall not pay extra charges for wait time, comebacks, or the like, nor excuse late deliveries if Contractor has failed to comply with this section.
- 12.14. Materials Acceptance. State has the right to accept Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may require acceptance criteria, including, but not limited to, conformity to the Contract, workmanship, and quality under the Contract or for a specific Order. Contractor shall remove any rejected Materials from the delivery location, or from any area to which it might have been reasonably necessary to move it, and subsequently deliver an equal quantity of conforming items within a timeframe set by the Eligible Agency or Co-Op Buyer. State shall not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.



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- 12.15. Correcting Defects. Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.
- 12.15.1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
- 12.15.2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under the Contract, including but not limited to, paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
- 12.15.3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.
- 12.16. Returns. State may, at its discretion, return for full credit and with no restocking charges, any delivered Materials unused in the original packaging within thirty (30) days after receipt, regardless of acceptance. If State elects to return delivered Materials, then State shall pay delivery costs to return the products to the place from which Contractor shipped them. However, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for any costs associated with returning the Materials and may, at its discretion, either have those billed directly to Contractor, offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions, or take any other appropriate actions under the Contract.
- 12.17. Product Safety. Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance. Contractor shall only deliver Materials that are already safe and compliant with the warranties in the Contract Terms and Conditions.
- 12.18. Hazardous Materials. Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the United States Department of Labor's Occupational Safety and Health Administration (OSHA)



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“Hazard Communication Standard” (often referred to as the “HazCom 2012 Final Rule”) that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as “Material Safety Data Sheets” or “Product Safety Data Sheets”, but State (and this Contract) use only the more up-to-date “SDS” reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor’s responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with “hazardous material” being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

13. General Provisions for Services

- 13.1. Applicability. Article 13 applies to the extent the Work is or includes Services.
- 13.2. Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.
- 13.3. Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor’s request or proposal in response to State’s request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.
- 13.4. Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not



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accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.

- 13.5. Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.
- 13.6. Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 13.7. Requirements at Location of Services
- 13.7.1. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.
- 13.7.2. If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance, if Contractor has failed to comply with these requirements.
- 13.8. Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State's rejection.
- 13.9. Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, and in addition to any other

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rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

- 13.9.1. Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
- 13.9.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State's recommendations, including any measures State determines to be necessary for employee or public safety, or the protection of property or the environment.
- 13.9.3. Contractor shall take the necessary action(s) to avoid any like failures in the future.

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Insurance Requirements

1. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (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 its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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.

2. Insurance Requirements

- 2.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 2.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State



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of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

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

3.1. Commercial General Liability (CGL) – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$50,000 |
| • Each Occurrence | \$1,000,000 |

A. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

3.2. Business Automotive Liability

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

- | | |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$1,000,000 |
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- A. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- B. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.3. Workers' Compensation and Employers' Liability

- | | |
|---------------------------|-------------|
| • Workers' Compensation | Statutory |
| • Employers' Liability | |
| ○ Each Accident | \$1,000,000 |
| ○ Disease – Each Employee | \$1,000,000 |
| ○ Disease – Policy Limit | \$1,000,000 |
- A. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

3.3.1 Commercial Crime Policy or Blanket Fidelity Bond

- | | |
|----------------------|-------------|
| • Coverage amount is | \$1,000,000 |
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Coverage Should Include but not limited to:

- a. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
- b. Money & Securities Inside/Outside



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- c. Computer Fraud
- d. Funds Transferred (if applicable)
- e. Forgery or Alteration
- f. The policy shall be endorsed to include the State of Arizona (and the respective agency) as Loss Payee
- g. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
- h. Coverage shall be extended to 3rd parties

3.4. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

3.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary 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 A.R.S. § 41-621 (E).

3.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract

3.5. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

3.6. Acceptability of Insurers

Contractor's insurance shall be placed with companies 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.



**Addendum A to the
Special Terms and Conditions
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3.7. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

3.7.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

3.7.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

3.7.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall 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.

3.8. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

3.9. Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

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3.10. Exceptions

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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[Uniform Terms and Conditions](#)

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 which 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 or 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. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.6. "Days" means calendar days unless otherwise specified.
 - 1.7. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.8. "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.
 - 1.9. "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.
 - 1.10. "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.



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- 1.11. "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.
- 1.12. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14. "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 Materials or any Services required for the performance of the Contract.
- 1.15. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

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;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; then
 - 2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.



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- 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 Parol 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 any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) 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 Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to A.R.S. § 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 as required under A.R.S. § 41-2547. 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



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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, stated in the Contract, or listed on the State's eProcurement system. 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. Continuous Improvement. Contractor shall recommend continuous improvements on an ongoing basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9. Ownership of Intellectual Property
- 3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work



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product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

- 3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- 3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- 3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and



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3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials 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.

3.11. Federal Immigration and Nationality Act. 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, 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 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 or debarment of the contractor.

3.12. 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.

3.13. Offshore Performance of Work involving Data is 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 Data shall be performed within the defined territories of the United States.

3.14. Certifications Required by State Law.

3.14.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.

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3.14.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

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 Materials 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, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4. Applicable Taxes
 - 4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.4.2. 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 the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.4.3. 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.
 - 4.4.4. I.R.S. 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.
- 4.5. 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.

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4.6. 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 Materials or Services are not funded, the State may take any of the following actions:

- 4.6.1. Accept a decrease in price offered by the Contractor;
- 4.6.2. Cancel the Contract; or
- 4.6.3. 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 Services or Materials, the revision of payment terms, or the substitution of Services 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 as described in Arizona State Procurement Office Standard Procedure 002. 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 Materials 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). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the



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State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (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 its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') 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 indemnatee, 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 paragraph shall not apply.

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6.4. Force Majeure.

- 6.4.1. Except for payment of sums due, neither the Contractor nor State 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, 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, Materials, or Services 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 the Contractor or State 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.

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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

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 the Special Terms and Conditions, the Contractor warrants that, for one (1) 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. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials

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or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

- 7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10. Performance in Public Health Emergency. Contractor warrants that it will:



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7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.



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- 7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
- 7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.
- 7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.
- 7.15. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
- 7.15.2. 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.
- 7.15.3. 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

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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.

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.

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- 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 with 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 (3) 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



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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 or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, 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.

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 (A.R.S. Title 41).



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[Exhibit A](#)

[Regional Map](#)



Regions

1. *Phoenix Area - Maricopa, Gila, Pinal*
 2. *Tucson Area - Pima, Santa Cruz, Cochise, Graham, Greenlee*
 3. *Yuma Area – Yuma, La Paz, Mohave*
 4. *Flagstaff Area – Coconino, Yavapai, Navajo, Apache*
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[Exhibit B](#)

[Reporting Form](#)

Description of Complete Work	
ASLD Statistical Report Completed?	☐ Yes ☐ No
Summary of Daily Patrol and incidents (include issues that should be addressed by ASLD Personnel)	
Photos Attached?	☐ Yes ☐ No