



# Request for Proposal

Solicitation No. **BPM003444**  
NG911 Call-Handling Equipment (CHE)

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

## **Cover Sheet**

**Contract No.:** CTR055782

**Supplier Name:** AT&T Corp.

**Solicitation No.:** BPM003444

**Statewide Procurement Manager:**

Michael Hillebrand  
Statewide Procurement Manager  
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**Contents:**

- Executed Offer and Acceptance Form
- Scope, Pricing and Terms and Conditions
- Conformance Statements



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## Attachment 1 Offer and Acceptance Form

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide **NG911 Call-Handling Equipment** in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

<b>Initial Offer:</b>	<b>1.</b>	<b>April 26, 2021</b>							
	Date		initial						
<b>Revised Offers:</b>	<b>2.</b>	<b>May 28, 2021</b>	<b>X</b>	<b>3.</b>	<b>X</b>	<b>X</b>	<b>4.</b>	<b>X</b>	<b>X</b>
	date #1		initial	date #2		initial	date #3		initial
	<b>5.</b>	<b>X</b>	<b>X</b>	<b>6.</b>	<b>X</b>	<b>X</b>	<b>7.</b>	<b>X</b>	<b>X</b>
	date #4		initial	date #5		initial	date #6		initial
<b>Best and Final Offer:</b>	<b>8.</b>	<b>June 11, 2021</b>							
	Date		initial						

**AT&T Corp.**

Offeror company name

1 AT&T Way

Address

Bedminster, NJ 07921

City | State | ZIP

13-4924710

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Brian Troup, VP - SLED

Printed name and title

Marco Rivas, Strategic Account Lead

Contact name and title

mr9998@att.com

Contact Email Address

602-625-0791

Contact phone number

**CERTIFICATION:** By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR055782

The effective date of the Contract is: 06/21/2021  
Date

Contract awarded 06/18/2021  
Date

Procurement Officer Signature

Michael Hillebrand

Procurement Officer Printed Name



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**Part 2: Scope, Pricing and Terms and Conditions**

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## Section 2-A: Scope of Work

### 1.0 Introduction

The Arizona Department of Administration (ADOA) Arizona Strategic Enterprise Technology (ASET) Office on behalf of the State of Arizona (hereinafter referred to as the "State") is responsible for administering the State 911 Program (911 Program) and is the statewide authority responsible for funding, implementing, and coordinating 911 services in the state.

To assist ASET in administering and maintaining a comprehensive and cost effective 911 Program, the State is seeking proposals from qualified organizations to establish statewide contracting vehicles to allow PSAPs across the state to procure NENA i3-compliant call-handling equipment (CHE).

### 2.0 Purpose and Background

The purpose of this solicitation is to select multiple NENA i3-compliant call-handling equipment (CHE) solutions allowing Arizona PSAPs the ability to procure from a statewide contract. The Contractor will work with ASET's 911 Program to implement CHE solutions to ensure continuity of the State's 911 service levels.

#### 2.1 Key Solution Elements

The following subsection summarize the key elements of the solution being sought by the State.

##### 2.1.1 Call-Handling Equipment (on-premise) and as a Service

The 911 Program seeks to establish a statewide contracting vehicle to allow PSAPs across Arizona to procure NENA i3-compliant CHE. The 911 Program intends to select a small number of CHE vendors as procurable options to allow PSAPs to select a CHE solution with capabilities that best meet a PSAP's specific operational needs.

The Contractor shall be responsible for designing, documenting, installing, securing, operating), maintaining, monitoring, and evolving (in alignment with ongoing industry standards development) all call-handling design, architecture, and capabilities throughout the duration of the contract. End-user training shall be provided (as appropriate). Further, the Contractor(s) shall be responsible for developing PSAP-specific configurations (including speed dials, screen layouts, access and permissions schemes, and combinations of features and functionality) for each and, as requested, by each PSAP that makes a call-handling procurement under this contract.

Keeping the options to a small number is intended to minimize the risk of interoperability issues between CHE solutions and the ESInet/NGCS solution covered under a separate procurement. Additionally, due to the logistical challenges of providing centralized call handling to every PSAP across Arizona, ASET is seeking proposals from Offerors offering CHaaS, sometimes referred to as hosted or cloud-based, as well as the more traditional on-premise deployment model of call handling. To simplify the procurement process and minimize the number of CHE options to be supported across the state, ***ASET requires any Offeror providing a proposal in response to this RFP to support the deployment of their solution as both CHaaS as well as customer premise CHE.*** Call handling solutions that



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support only one or the other deployment model will not be considered. To be clear, proposals that include one CHE solution as a service and a different CHE solution for customer premise deployment will not be considered.

Technical Requirements for call handling may be found in Section 3-A, subsection 3.2, of Part 3 of this solicitation package.

## 2.1.2 Interoperability

To ensure interoperability among all components of the Arizona statewide ESInet/NGCS, existing MR911 ESInet, existing CHE solutions (until current contracts expire), and the i3 CHE solutions selected as part of this procurement, all Offerors must commit to, and document (prior to completion of contract negotiation), interoperability with all other awardees' solutions (ESInet/NGCS or CHE). If, as required, all solutions are truly NENA i3-compliant, this should not impose undue burden on the Contractor. Documentation of interoperability may take the form of any of the following (listed in order of probative value, from highest to lowest):

- References from joint customers where solutions from multiple Offerors have been deployed and made operational for a minimum of six months.
- Documentation of interoperability efforts undertaken within a non-production (i.e., laboratory) environment with the participation and support of all organizations represented in the combined solution.
- Documentation of interoperability efforts undertaken within a non-production (i.e., laboratory) environment and by only one solution provider as a proof-of-concept exercise.

## 2.1.3 Bundled Solutions

ASET recognizes that some Offerors may offer both ESInet/NGCS (BPM 003445 Emergency Services Internet Protocol Network (ESInet) and Next Generation Core Services (NGCS)) as well as CHE in response to this RFP. Further, Offerors offering proposals in both areas may be able to provide some cost savings or other advantages by "bundling" their solutions together. While the 911 Program is very interested in the advantages of these bundled proposals, to conduct the necessary pricing analysis between all proposals from all Offerors (and in the event an Offeror offering a bundled solution is only awarded a contract for ESInet/NGCS or CHE, but not both), ASET requires that any Offeror proposing a bundled solution must ALSO provide pricing for the separate, "unbundled" (i.e., à la carte) procurement of the proposed ESInet/NGCS and CHE solutions.

## 2.2 Current Environment

Arizona has a population of 7.37 million residents, with most of the population density along the interstate (I) 10 and I-17 corridors. Maricopa County, home of the state's capital, the city of Phoenix, contains 60% of the population. Tucson, located in Pima County, is the second largest city with almost 1 million residents. Arizona is a popular tourist destination for snowbirds and outdoor enthusiasts, with another 43.9 million visiting the state each year. The nation's fourteenth largest state population continues to grow by 1.51% each year. Arizona also has a large rural area that is diverse in topography and population. This, along with a large tourist population visiting both remote and densely populated areas of the state, presents an ongoing challenge for existing 911 systems in operation across the state.



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The Arizona PSAP community is comprised of city, county, state, tribal, federal, and private PSAPs. Currently 80 PSAPs are funded by the 911 Program. There are 21 federally recognized tribes in the state and each acts as an independent sovereign nation. The availability of 911 services in tribal areas varies from some tribes having 911 capabilities similar to urban areas to non-existent in more remote areas. While parts of the state are served by first generation ESInet and NGCS solutions, there are still parts of the state served by enhanced and basic 911 services. It is of primary importance to the 911 Program that anyone calling 911 from any part of the state, and from any device, has reliable and equal access to emergency communications services.

## 2.3 Geographic Information Systems

The State and PSAPs have expended a considerable effort in developing the geographic information system (GIS) datasets necessary for the implementation of geospatial routing. While public safety GIS and GIS-supporting programs currently exist in Arizona at the local, regional, and state levels, these programs vary widely in maturity, capability, and focus. Existing geospatial data, in most jurisdictions, is not NG911-ready.

There is active engagement by two important statewide organizations. In 2009, the Arizona Geographic Information Council (AGIC) was established in legislation as Arizona's primary forum and oversight group for geographic information and geographic information technology (IT) issues and coordination efforts.<sup>1</sup> This body of decision-makers is, among other things, tasked with the facilitation of coordination between GIS programs in Arizona. This responsibility is key to the success of the NG911 Public Safety GIS program, as a large percentage of the goals for supporting NG911 reach far beyond the 911 Program and require statewide effort at all levels of government.

The AZGeo Clearinghouse (AZGeo) is an initiative of AGIC. AZGeo is designed to provide GIS users with links to Internet map services, Federal Geographic Data Committee (FGDC)-compliant metadata, and geospatial data downloads. AZGeo is maintained and hosted by the Arizona State Land Department. Data on AZGeo includes GIS layers for administrative boundaries, demographics, environmental factors, hydrology, imagery, indices, mining, natural features, transportation, and more.<sup>2</sup> AZGeo already has established itself as the de facto standard for GIS data sharing in Arizona.

## 2.4 Organization

The Arizona 911 community mostly is organized by county, with a few exceptions. Each county contains multiple PSAPs organized into a 911 system. There are 18 911 systems in the state, with a total of 80 PSAPs. Although the migration to NG911 is occurring by 911 system, the State plays a critical role in developing the implementation path and the final NG911 architecture for Arizona.

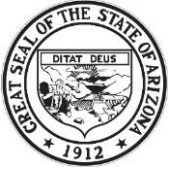
There are 44 PSAPs connected to the CenturyLink CHaaS and ESInet/NGCS and 3 PSAPs connected to the CenturyLink NGCS that are not part of the CHaaS solution. There are 24 PSAPs connected to the MR911 NG911 system. There are 9 PSAPs connected to Frontier's legacy 911 selective router.

## 2.5 Text-to-911

All PSAPs have deployed text-to-911. There is a combination of "over the top" as well as integrated solutions. The 911 Program's goal is to provide an integrated solution to all PSAPs through this procurement.

<sup>1</sup> <https://gis.azgeo.az.gov/agic/about-agic>

<sup>2</sup> <https://azgeo.az.gov/azgeo/about-azgeo>



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### 2.6 Management Information Systems

The 911 Program is in the process of implementing RapidDeploy's Eclipse Analytics for use statewide. This tool provides a statewide dashboard that gives visibility regarding the status of PSAPs across the state and supplements individual management information system (MIS) solutions used by the PSAPs.

### 2.7 Goals of the Project

The primary goal of the 911 Program is to eliminate disparate 911 service levels by standardizing the delivery of NG911 capabilities to all geographic areas within the state, including tribal lands. The secondary goal is interoperability among the state's PSAPs and neighboring PSAPs in other states that support Arizona citizens, as well as Mexico.

## 3.0 Scope of Work

### 3.1 Industry Standards

ASET seeks standards-based services and solutions that comply with nationally accepted standards and requirements applicable to IP network architecture, cyber and data security, and interface functionality, in general, as well as public safety communications and NG911, specifically. All aspects of the Contractor's proposed solution and service design, deployment, operation, and security should comply with the standards, requirements, and recommendations identified in the following table of documents. In addition, solutions and services should align, generally, with standards and recommendations of the following organizations, to the extent that such standards and recommendations are applicable to the Offeror's proposed solution or services.

- Alliance for Telecommunications Industry Solutions (ATIS)
- Association of Public-Safety Communications Officials-International (APCO)
- Central Station Alarm Association (CSAA)
- Department of Justice (DOJ)
- Internet Engineering Task Force (IETF)
- National Emergency Number Association (NENA)
- National Institute of Standards and Technology (NIST)
- North American Electric Reliability Corporation (NERC)
- Telecommunications Industry Association (TIA)

Further, Offeror's solutions and services should comply with any additional standards, requirements, statutes, and policies as identified in specific sections throughout this document. The State received consultation from a third party in developing the Scope of Work for this solicitation. Please review the specifications and requirements to inform the State prior to the Closing Date of any concerns or issues related to the competitiveness of the requirements and their currency in terms of reflecting the developments of the industry standards that the state wants to incorporate into its next generation solution.



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Table 1: Applicable Foundational Standards

SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date <sup>3</sup>
Department of Justice (DOJ)	<a href="#">CJISD-ITS-DOC-08140-5.8</a>	Criminal Justice Information Services (CJIS) Security Policy	Provides information security requirements, guidelines, and agreements reflecting the will of law enforcement and criminal justice agencies for protecting the sources, transmission, storage, and generation of criminal justice information	Version 5.8 June 1, 2019
IETF	<a href="#">RFC 3261</a>	SIP: Session Initiation Protocol (and its updates <a href="#">RFC 3265</a> , <a href="#">RFC 3853</a> , <a href="#">RFC 4320</a> , <a href="#">RFC 4916</a> , <a href="#">RFC 5393</a> , <a href="#">RFC 5621</a> , <a href="#">RFC 5626</a> , <a href="#">RFC 5630</a> , <a href="#">RFC 5922</a> , <a href="#">RFC 5954</a> , <a href="#">RFC 6026</a> , <a href="#">RFC 6141</a> , <a href="#">RFC 6665</a> , <a href="#">RFC 6878</a> , <a href="#">RFC 7462</a> , <a href="#">RFC 7463</a> , <a href="#">RFC 8217</a> , <a href="#">RFC 8591</a> , and <a href="#">RFC 8760</a> )	Describes SIP, an application-layer control (signaling) protocol for creating, modifying, and terminating sessions (including Internet telephone calls, multimedia distribution, and multimedia conferences) with one or more participants	Version 1 July 7, 2002 (RFC 3261) through March, 2020
IETF	<a href="#">RFC 3986</a>	Uniform Resource Identifier (URI): Generic Syntax (and its updates)	Defines the generic URI syntax and a process for resolving URI references, along	Version 1 January 2005 (RFC 3986) through July 2014

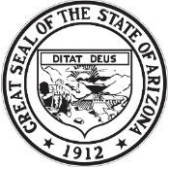
<sup>3</sup> For any standards, if a newer version is available at the time of publication of this RFP, compliance will be judged relative to the latest version. The exception to this being NENA/APCO-INF-005.1-2014 for which compliance will be judged relative to NENA's updated Emergency Incident Data Object STA document



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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date <sup>3</sup>
		<a href="#">RFC 6874</a> and <a href="#">RFC 7320</a> )	with guidelines and security considerations for the use of URIs on the Internet	
NENA/ APCO	<a href="#">REQ-001.1.2-2018</a>	Next Generation 9-1-1 PSAP Requirements	Provides requirements for functions and interfaces between an i3 PSAP and NGCS, and among functional elements associated with an i3 PSAP	Version 1.1.2 June 10, 2018
NENA/ APCO	<a href="#">INF-005</a>	Emergency Incident Data Document (EIDD) Information Document	Provides a recommended list of data components, their relationships to each other, the data elements contained within each data component, and the registries that control the available values for appropriate data elements. Initiates the process to create a National Information Exchange Model (NIEM)	January 8, 2014 Scheduled to be replaced by an Emergency Information Data Object (EIDO) standards document
NENA	<a href="#">STA-015.10-2018</a>	Standard Data Formats for 9-1-1 Data Exchange & GIS Mapping	Establishes standard formats for Automatic Location Identification (ALI) data exchange	Version 10 August 12, 2018



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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date <sup>3</sup>
			between service providers and database management system (DBMS) providers, a GIS data model, a data dictionary, and formats for data exchange between the ALI database and PSAP controller equipment	
NENA	<a href="#">STA-008.2-2014</a>	Registry System Standard	Describes how registries (lists of values used in NG911 functional element standards) are created and maintained	Version 2 October 6, 2014
NENA	<a href="#">STA-010.2-2016</a>	Detailed Functional and Interface Specifications for the NENA i3 Solution	Builds upon prior NENA publications including i3 requirements and architecture documents and provides additional detail on functional standards	Version 2 September 10, 2016
NENA	<a href="#">INF-016.2-2018</a>	Emergency Services IP Network Design (ESIND) for NG9-1-1	Provides information that will assist in developing the requirements for and/or designing an i3-compliant ESInet	Version 1 April 5, 2018
NENA	<a href="#">08-751</a>	Technical Requirements Document	Provides requirements for ESInet architecture	Version 1 September 28, 2006

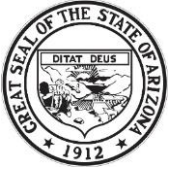


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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date <sup>3</sup>
			and security, among other i3 PSAP functions, and establishes a foundation for future i3 standards development	
NENA	<a href="#">75-001</a>	Security for Next Generation 9-1-1 (NG-SEC)	Establishes the minimal guidelines and requirements for levels of security applicable to NG911 entities	Version 1 February 6, 2010
NENA	<a href="#">75-502</a>	Next Generation 9-1-1 Security (NG-SEC) Audit Checklist	Provides the educated user a method to document an NG-SEC Audit	Version 1 December 14, 2011
NENA	<a href="#">INF-015.1-2016</a>	NG9-1-1 Security Information Document	Provides mechanisms and best practices for cybersecurity for i3 systems	Version 1 December 8, 2016
NIST	<a href="#">FIPS 140-3</a>	Security Requirements for Cryptographic Modules	Specifies security requirements that will be satisfied by a cryptographic module utilized with a security system protecting sensitive but unclassified information	Version 2 March 22, 2019
NIST	<a href="#">Cybersecurity Framework</a>	Framework for Improving Critical Infrastructure Cybersecurity	Provides standards, guidelines, and best practices that promote the	Version 1.1 April 16, 2018



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SDO	Standard ID	Standard Title	Standard Description	Latest Revision/ Release Date <sup>3</sup>
			protection of critical infrastructure	
TIA	<a href="#">TIA-942-A</a>	Telecommunications Infrastructure Standard for Data Centers	Specifies the minimum requirements for telecommunications infrastructure of data centers and computer rooms, including single-tenant enterprise data centers and multi-tenant Internet-hosting data centers	Revision A March 2014

3.2 ESInet

3.2.1 Architecture

Figure 1 below depicts the demarcation points between the segments of the Arizona ESInet, NGCS, and call handling equipment. For drawing clarity, redundant components and facilities are not shown **but redundancy is required**. This solicitation covers the call handling portion and ESInet services that may be required to implement the Offeror’s solution, either the on-premise or the CHaaS implementation.



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Arizona ESInet Demarcations

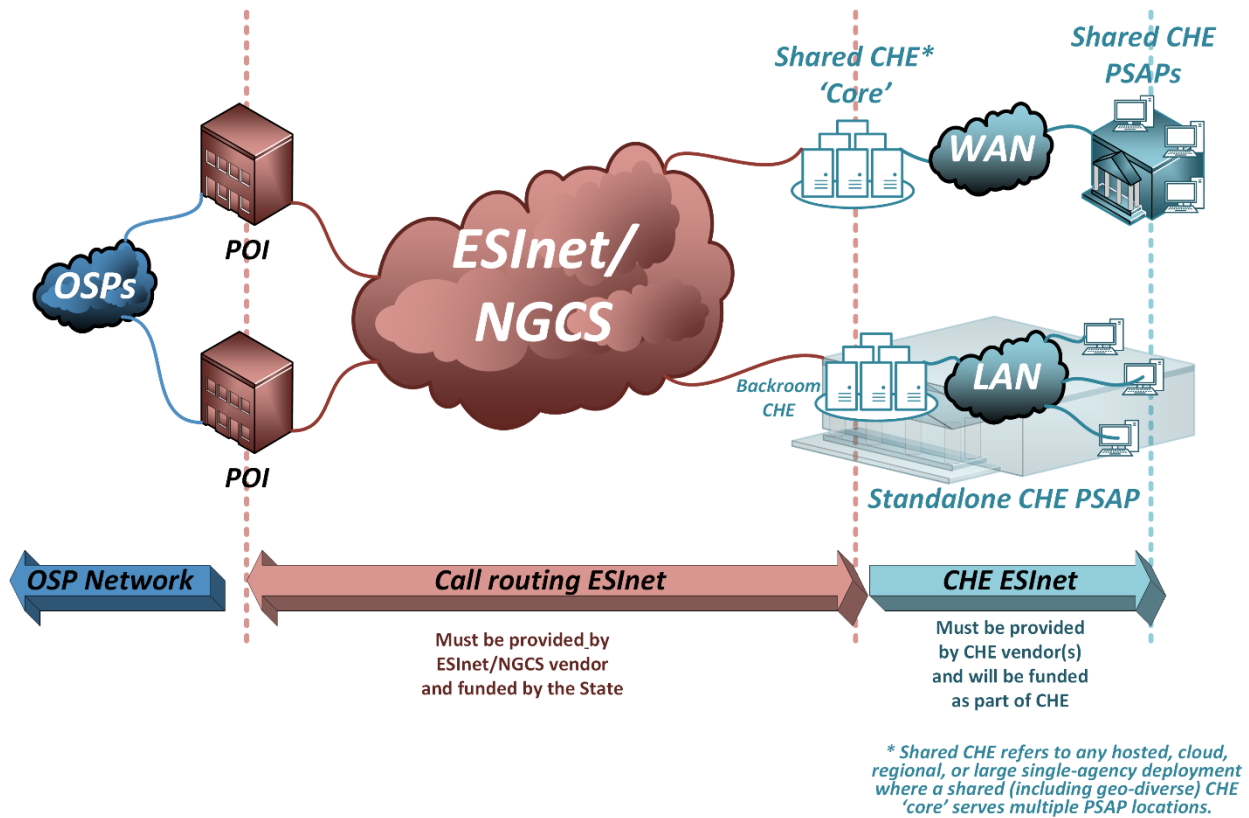


Figure 1 - NG911 Demarcation Points

Offeror's ESInet solution should comply with the following:
Must be aligned with NENA "Detailed Functional and Interface Specifications for the NENA i3 Solution" STA-010.2-2016 (or its successor document, when ratified).
Have diverse entrance facilities for aggregation sites (if different than core sites), core sites, and hosted call-handling facilities.
Primary (of at least two) connection into each facility should be terrestrial (copper or optical circuit); secondary connection(s) may be wireless (e.g., Long-Term Evolution (LTE), microwave, etc.).
Should offer optional network connectivity options to support call and data delivery to existing emergency communications district (ECD) mobile command and control assets.
Use open standards.



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Offeror's ESInet solution should comply with the following:

Support and enforce quality of service (QoS) marking using Differentiated Service Code Point (DSCP).

Should have a network traffic convergence of less than 54 milliseconds (ms).

Should maintain the Mean Opinion Score (MOS) of 4.0.

Is scalable to support growth by 50% without replacement of any critical hardware component.

Failure of any single instance of a hardware or software element, or physical connection, should not impact overall solution performance.

All network-connected elements should support at least two redundant network interfaces with automatic failover between them.

All powered devices should include a minimum of two redundant power supplies (each should be able to power the device alone) that would be connected to separate circuits OR be connected to a power-transfer device that allows a single power supply to be connected to two isolated power sources (i.e., circuits) with automatic, uninterrupted failover, in the event the primary circuit fails.

Meet the performance requirements of Appendix C, *IP Network Measurement and Reporting Requirements*.

3.2.2 Security

Offeror should:

Describe how their security in-depth approach embodies the best practices outlined in the latest version of NENA's *Security for Next-Generation 9-1-1 Standard (NG-SEC)* standard and whether security is treated as an integral function of each solution element from the initial design stage or if security is treated holistically as a separate overarching functional element of the solution.

Include a security plan (physical, applications, and network).

Utilize encryption in all communications across the ESInet

Ensure that all components and/or functional elements providing NG911 services, under a contract from this solicitation, carry credentials traceable to the national PSAP Credentialing Agency (PCA).

Have a credentialing plan/process for external entities with staff requiring access to ESInet elements or NGCS services.

Perform proactive analysis of the network for vulnerabilities including independent security audits of solution.

Possess a defined continuity of operations (COOP) plan as well as a disaster recovery (DR) plan and make those plans available for review at ASET's request.

Provide access reports from facilities (physical access) down to the individual device level (physical or virtual access), upon request, when a service-impacting issue has occurred.



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**Offeror should:**

Require multifactor authentication for any access to externally accessible portals, user interfaces (UIs), etc. (Policy Routing Function [PRF] portal, reporting portal, system dashboards, etc.).

Describe security software update policy, frequency, and procedures.

Describe plan/approach for adopting evolving security best practices.

Describe method and approach for complying with the requirements outlined in [Appendix E – State of Arizona IT Security Requirements](#).

Complete, and submit for approval, the [Arizona Baseline Infrastructure Security Controls assessment spreadsheet](#), as described in [Appendix E – State of Arizona IT Security Requirements](#). For this procurement, Offerors will need to comply with the Moderate requirements, i.e., all requirements designated as Required in column labeled “MODERATE [Control and Control Enhancement]” (column F) of the spreadsheet.

### 3.2.3 Documentation

**Offeror should provide the following documentation for their proposed ESInet, NGCS, or both, as applicable:**

Proposed network design (transitional and end state).

As-built documentation depicting circuit path and equipment diversity within 30 days of system acceptance.

Network interface specifications for interoperating with CHE.

As-built solution design documentation to include configured parameters and policy-routing flow-downs (planned design and actual implemented design).

### 3.2.4 Monitoring and Alarming

**Offeror should provide the following monitoring and alarming:**

Physical access monitoring and reporting for all ESInet and CHE facilities.

Automated network node monitoring and alarming in real- or near-real-time.

Event logging and reporting in real- or near-real-time.

Ability to replicate select alerts to a third-party monitoring/reporting system.

User-definable notification levels and recipients with text and email delivery options.

Have an executive dashboard with (near) real-time updates of tickets and network status.

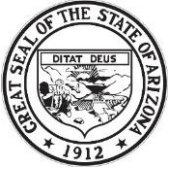


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3.2.5 NOC/SOC

Offeror should provide the following functions:
24 x 7 x 365 staffed NOC/SOC with hot (preferred) or warm backup.
Ability for users to submit, track, and modify tickets by phone, email, and direct IT service management (ITSM) user access for incidents, problems, and changes.
Perform outward notifications and updates of customer tickets through phone, email, and text.
Fully documented escalation procedures with contact information for all primary and secondary responsible personnel at all levels of escalation.
Reason for outage (RFO) reports and regulatory compliance according to Federal Communications Commission (FCC) standards.
Preliminary RFO reports are due to ASET within five business days of initial report of the issue; final root-cause analysis within 30 calendar days of root cause determination.
Media contact for any outage or service failure.
Service management contact for any outage or service failure.
Documented and maintained COOP plan.
Access to technical and executive staff for escalations.
NOC/SOC staff trained or experienced with 911 issues with regular refresher/update training plan.
Ability to access and troubleshoot, diagnose, and repair network remotely.
Ability and commitment to support the troubleshooting of all service affecting issues, even when it is determined that the root cause of the issue is outside the scope of the Contractor’s solution or service. (e.g., provide call traces and log analysis to assist in troubleshooting a third-party CHE location display issue).



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### 3.3 Call Handling Requirements

ASET desires to establish a contract vehicle to allow PSAPs within the state to procure a variety of NENA i3-compliant CHE solutions. The intent is to negotiate contracts for a handful of Offerors' solutions, in order to allow PSAPs to select a call-handling solution that best fits their unique operational needs.

#### 3.3.1 Adopted Standards

Table 2: Adopted Standards

SDO	Document Number	Document Title	Standard Description	Latest Revision/ Release Date
APCO/ NENA	1.102.2-2010	Public Safety Answering Point (PSAP) Service Capability Criteria Rating Scale	APCO and NENA jointly have developed an assessment tool to evaluate current capabilities of the PSAP against models representing the best level of preparedness, survivability, and sustainability amidst a wide range of natural and manmade events	Version 2 July 28, 2010
NENA	75-001	NENA Security for Next Generation 9-1-1 Standard (NG-SEC)	The purpose of this document is to establish the minimum guidelines and requirements for the protection of NG9-1-1 assets or elements within a changing business environment	Version 1 February 6, 2010
NENA	08-751	NENA i3 Technical Requirements Document	Intended to specify the requirements the i3 (Long Term Definition) Standard should meet	Issue 1 September 28, 2006
NENA	STA-010.2-2016	NENA Detailed Functional and Interface Standards for the NENA i3 Solution	This Standard Document (STA) is published by NENA as an information source for the designers, manufacturers, administrators and operators of systems to be utilized for the purpose of processing emergency calls	August 16, 2016
APCO/ NENA	54-750	Human Machine Interface & PSAP Display Requirements	NENA and APCO have jointly developed this document for the purpose of prescribing requirements for the human machine interface (HMI) display for the NG9-1-1 system	Version 1 October 20, 2010



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3.3.2 Common Call-Handling Requirements

3.3.2.1 Architecture

Offeror should support the following:

To simplify the procurement process and minimize the number of CHE options to be supported across the state, ASET requires any Offeror providing a proposal in response to the CHE portion of this RFP to support the deployment of their solution as both CHaaS as well as customer premise CHE. Call handling solutions that support only one or the other deployment model will not be considered. To be clear, proposals that include one CHE solution as a service and a different CHE solution for customer premise deployment will not be considered.

3.3.2.2 Industry Standards Evolution

Offeror should support the following:

As industry standards evolve, Offeror’s solution should be upgraded to maintain conformance with the current version of established industry standards. Offeror’s solution should support new call-handling and security industry standards within 18 months of ratification of applicable industry standards. Conformance requirements apply also to the supporting standards referenced within each standard.

As solution updates are made to maintain conformance, the solution should not abandon services, features, or functionality in place at the time of the solution upgrade. Offeror must divulge and justify any performance or feature changes prior to the upgrade and report them to ASET and the affected PSAP(s) for approval.

3.3.2.3 I3 Conformance

Offeror’s solution should be an i3-conformant call-handling system.

Offeror should support the following:

Offeror’s solution should conform to the latest published/ratified version of NENA-STA-010.2-2016.

Offeror’s solution should interface with any NENA i3-conformant NGCS/ESInet.

Offeror should provide the number of their operational call-handling installations that utilize Presence Information Data Format Location Object (PIDF-LO), HTTP-enabled location delivery (HELD), Location-to-Service Translation (LoST), ADR queries, and other i3 protocols.

3.3.2.4 Call Handling Technical Support

Offeror should support the following:

Offeror should provide a 24 x 7 NOC/SOC for reporting and escalating software and hardware issues beyond Tier 2.



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Offeror should support the following:

Offeror should provide a redundant/secondary/backup NOC/SOC or equivalent support capabilities and capacity in the event the primary center is offline or otherwise unusable.

Offeror should provide a NOC/SOC COOP that provides for situations when NOC/SOC staff are unable to work onsite (such as the COVID-19 pandemic environment).

**3.3.2.5 Solution Validation**

Offeror should support:

At the discretion of each PSAP procuring call handling under this contract, independent third-party validation of all mandatory solution requirements and feature functionality prior to cutover of the site.

Provide transparency and access to all SIP messaging, CDRs, KPIs (e.g., MOS, delay, jitter, and packet loss at ingress and egress of delivering network), call logs, and any other data determined to be necessary in order to verify compliance with contractual obligations or to troubleshoot issues.

Documentation of completed results from ATPs.

**3.3.2.6 Multi-tenant Capability**

Offeror's solution should support partitioning of tenants' (i.e., agencies') call-handling resources:

All ASET PSAPs should be able to create their own unique set of configurations (e.g., agent identifications [IDs, roles, permissions, and groups], screen layouts, speed-dial catalogs, MIS reports, system status screen layouts, etc.) that are not accessible to any other PSAP configured in the solution.

Authorized ASET administrative personnel should have full visibility into the enterprise, including configuration control and reporting.

**3.3.2.7 Integrated Text-to-911**

Offeror's solution should support an integrated SMS-based text-to-911 solution via SIP/MSRP.

Offeror should:

Explain how text calls are received, queued, answered, and tracked in the system.

Explain disposition of attached multimedia and how text calls are handled by the MIS.

Explain how text calls are transferred and shared, as well as any limitations.

Provide examples of the applicable UIs (e.g., screenshots).

Provide the ability to text outbound from the 911 system.



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**Offeror should:**

Be able to accept SMS delivery via the existing ESInet connection (i.e., not require a separate connection for SMS delivery).

Describe SMS foreign language translation capability.

**3.3.2.8 Real-Time Text**

**Offeror's solution should support real-time text:**

Offeror should describe its current implementation, if applicable, and any current beta or field trials.

If not currently developed, Offeror should provide details of when this capability will be included in the proposed solution as a no-charge upgrade/deliverable.

**3.3.2.9 User Profiles**

**Offeror should support the following user profile characteristics:**

Provide user profile settings, which are retained between logins, during upgrades, and between sessions (i.e., logoff and return next day).

Profiles should be stored on the network and be available from any workstation on the same call-handling system.

Solution should be capable of establishing skills-based profiles.

Access to call-handling assets (e.g., trunks, lines, queues, speed dials, configurations, screen layouts, etc.) may be controlled by a user's profile.

**3.3.2.10 Redundancy, Reliability, Availability**

**Offeror's proposed solution should satisfy the following redundancy, availability, and diversity requirements:**

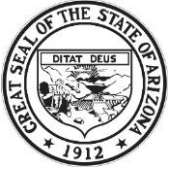
Automatically (i.e., without manual intervention) transfer or failover core processing functionality upon detection of a problem that impacts the system's ability to meet the 99.999% SLA.

During such an event, call-handling capacity and performance should not be degraded.

It should be possible to manually switch core processing functionality back to its normal operating state, as well as to have the system automatically recover and resync once the problem is corrected.

Provide a detailed description of how the solution achieves 99.999% availability.

Core processing functionality may be distributed across two or more call-handling centers (CHCs) provided (at the tenant PSAP's discretion) by either the Offeror or the PSAP(s).



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Offeror’s proposed solution should satisfy the following redundancy, availability, and diversity requirements:

Each CHC should have sufficient configured capacity to support 125% of busy-hour 911 call volume and call-mapping functionality for all PSAPs served by that call-handling system.

Should support the use of laptops as fully functional call-handling workstations with virtual private network (VPN) capability to provide remote call taking via FirstNet or other broadband connectivity.

Describe solution’s hot-seating capabilities (i.e., the ability for a telecommunicator from one PSAP or agency to login at a workstation at a different PSAP or agency, provided both PSAPs/agencies are co-tenants on the same system, and have their “home” assets [e.g., trunks, lines, queues, speed dial lists, screen layouts, map, etc.] available at the other PSAP).

### 3.3.2.11 Security

Offeror should support the following security requirements:

Proposal should comply with NENA 75-001.1, *Security for Next-Generation 9-1-1 Standard (NG-SEC)*. Offeror should detail how its solution addresses the requirements of the following sections of the standard:

1. Section 6 – General Security.
2. Section 7 – Safeguarding Information Access.
3. Section 9 – Network and Remote Access Security Guidelines.

Describe CHE security software update policy, frequency, and procedures (include frequency of antivirus updates).

Describe policy/approach to independent system security audits.

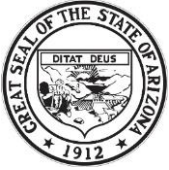
Describe method and approach for complying with the requirements outlined in *Appendix E – State of Arizona IT Security Requirements* in Part 2 of this solicitation package.

Complete, and submit for approval, the [Arizona Baseline Infrastructure Security Controls assessment spreadsheet](#), as described in *Appendix E – State of Arizona IT Security Requirements* in Part 2 of this solicitation package. For this procurement, Offerors will need to comply with the Moderate requirements, i.e., all requirements designated as Required in column labeled “MODERATE [Control and Control Enhancement]” (column F) of the spreadsheet.

### 3.3.2.12 Long-term Availability

Offeror should commit to the following:

Six-month (minimum) advance written notification to ASET for any end-of-life (EOL) or end-of-support (EOS) component, with a plan for how the affected component(s) will be replaced without affecting service.



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Offeror should commit to the following:

Proposed solution should be supported by the manufacturer(s) for a minimum of five years (plus any optional contract extensions) from the date of full system acceptance by Contracting Authority.

3.3.2.13 CAD Interoperability

Offeror should support the following:

Support for the CAD interface as described in NENA-STA-027.3-2018, *NENA E9-1-1 PSAP Equipment Standards ANS Candidate* (originally NENA 04-001), July 2, 2018.

Support for IP-based connections.

Support for the CAD systems listed in the supplementary PSAP information packet, to be provided to all registered Offerors.

3.3.2.14 LIS/LDB

Offeror should:

Support interface(s) with LIS and LDB as defined in NENA-STA-010.2-2016, *NENA Detailed Functional and Interface Standards for the NENA i3 Solution*, (or its successor document, once published).

Describe how the proposed solution will address any transition period, during which both legacy ALI services and i3-compliant LDB/LIS services may need to be accessed by Offeror's call-handling solution.

3.3.2.15 PSAP Hardware

Offeror should support the following:

All PSAP hardware (e.g., monitors, keyboards, mice, headsets, phones) must be new and covered by (extended) manufacturer warranty for no less than five years from the date the device is placed into operation.

Whenever supported by the device manufacturer, all servers, switches, routers, firewalls, and other devices within the solution should be configured with redundant power supplies and redundant network interfaces.

Offeror should work with interested PSAPs to interface/integrate CHaaS positions in their existing mobile command and control assets with wireless ESInet connectivity to the NGCS for call delivery.



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3.3.2.16 Human-Machine Interface (HMI)

Offeror should support the following:

Offeror’s solution should comply with NENA 54-750, *NENA/APCO Human Machine Interface & PSAP Display Requirements*, Version 1, October 20, 2010, and provide explanation of any areas of non-compliance with the standard.

If a call is default-routed or otherwise diverted to a destination other than the normally intended destination, the call-handling solution should recognize and present the originally intended destination and the reason why the call was diverted (ref. sections 3.3.CC of NENA 54-750).

3.3.2.17 Distinctive Ring Tones

Offeror’s solution should support distinctive ring tones:

Offeror’s solution should provide a ring tone for 911 calls that is distinctly different than the ring tones for administrative calls and text messages.

Offeror’s solution should provide a ring tone for text messages that is distinctly different than the ring tones for administrative and 911 calls.

Offeror’s solution should support user-selected, distinctive ring tones for each automatic call distribution (ACD) queue or call type.

Offeror’s solution should provide distinctive ring tones to be customized by agent role or login.

3.3.2.18 Conference Controller

Offeror should support the following conferencing capabilities:

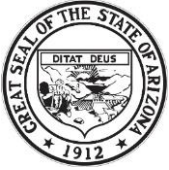
Conference controller should enable the telecommunicator to add an outside caller or inside caller to an in-progress “live” call while remaining on the line, with no limitation as to what type of call the telecommunicator is handling.

Conference controller should automatically control the audio levels (AGC) of the calling parties so that no degradation of voice quality occurs.

Original telecommunicator should be able to mute/unmute (i.e., disable/enable the microphone of) any party on the conference.

Original telecommunicator should be able to deafen/undeafen (i.e., disable/enable the earpiece/speaker of) any party on the conference without muting that party’s audio (i.e., allow the telecommunicator to speak to others on the conference, without that party hearing, while still able to hear that party).

Original telecommunicator should be able to select and drop any party from the conference.



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Offeror should support the following conferencing capabilities:

Original telecommunicator, or any of the conference parties, should be able to drop out of the conference without disconnecting the original caller.

Conferencing feature should support, at a minimum, any combination of up to six parties.

**3.3.2.19 Call Monitoring**

Offeror should support the following:

Offeror’s solution should allow authorized PSAP personnel to listen quietly to another telecommunicator’s live conversation.

Monitoring feature should be controlled by the authorized personnel’s credentials.

Monitoring should include the option as to whether the telecommunicator being monitored is made aware (visually or audibly) when their call is being monitored.

Monitoring should not degrade the audio quality of the call.

Offeror should describe its options, or future plans for supporting a call-monitoring-like functionality for text-to-911 sessions.

**3.3.2.20 Call Barge-In**

Offeror should support the following:

Offeror’s solution should allow authorized PSAP personnel to listen quietly and mute/unmute (barge-in) while listening to another telecommunicator’s live conversation.

The feature should be activated by utilizing a mouse or an easily invoked keyboard command.

This feature should not degrade the audio quality of the call.

This feature should be configurable to provide a tone to announce the barge-in.

The telecommunicator or supervisor is then part of a three-way call with the caller and original telecommunicator.

Offeror should describe options or plans for supporting a barge-in-like capability for text-to-911 sessions.

**3.3.2.21 Callback**

Offeror should support the following callback capabilities:

Callback of any 911 “call” (i.e., wireline, wireless, telecommunications device for the deaf/teletypewriter [TDD/TTY], text, and VoIP callers) based on the calling party number.



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Offeror should support the following callback capabilities:

Should utilize the calling party's number (CPN) of a 911 caller to invoke the callback process.

Should callback wireless or VoIP 911 calls utilizing the caller's telephone number, located within the PIDF-LO fields.

Should use the Caller ID (CID) information to allow a callback to an administrative caller.

Any required dialing prefix digit(s) insertion/deletion (e.g., adding +9 or removing the area code) should be automatic and not require manual input.

Callback function should require only a single mouse click.

**3.3.2.22 Abandoned Calls**

Offeror's solution should support the following regarding abandoned calls:

Provide a visual and audible indication for abandoned calls.

Display the number of abandoned calls from the same callback number.

Clear the abandoned call count display upon successful callback and answer of the telephone number.

Provide a configurable option allowing for an automatic response to an abandoned call.

Provide each individual agency with the ability to configure the automatic-callback option to be enabled or disabled by the agency.

Allow the system to automatically attempt to return a call and/or text message to an abandoned call, and to prompt the recipient of the call to take an action (e.g., press 1 to notify the agency that no assistance is needed; press 2 to be routed to 911).

Provide abandoned call reports as part of its MIS.

**3.3.2.23 Repeat Callers**

Offeror's solution should support the following features for managing repeat callers:

Make available a caller history feature that displays the date and time of up to ten previous calls from the same number and includes notes provided by the telecommunicator(s) who handled the previous calls.

Identify the repeat-call condition to the telecommunicator.

Allow agencies to specify that new calls from the same caller (within a configurable period of time) should be routed to the same telecommunicator who handled previous call(s), if that telecommunicator is available.

Describe capabilities for identifying and managing abusive repeat callers (e.g., NSI wireless phones, TDoS, location).



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3.3.2.24 Real-time Queries

Offeror should support the following:
Telecommunicators should have the ability to query telephone numbers, in real time, with a date/time range to retrieve call information for all calls — 911 and non-911 — received from a telephone number.
Telecommunicators do not have to be on an active 911 call to retrieve this information.

3.3.2.25 Speed Dials

Offeror should support the following:
Separate and multiple speed-dial lists for each group: <ol style="list-style-type: none"> <li>1. System wide (enterprise)</li> <li>2. PSAP/Agency (local operations); and</li> <li>3. Personal (by role or login ID).</li> </ol>
The system administrator should maintain the enterprise-wide speed-dial list.
The PSAP-wide speed-dial list is managed by the local system administrator at the PSAP.
Telecommunicators will maintain their own personal speed-dial lists.
Access to speed dials with a minimum of mouse click actions.
Hierarchical organization of speed dials (up to at least five levels deep), in which a list entry may refer to a single speed dial or another list.
Alphanumeric entries, e.g., 1-888-911-HELP.
Extra digits or codes necessary to automatically dial a number and complete a call based on-line type, (e.g., long distance access, personal identification numbers [PINs], and star-code transfers).
Telecommunicators should not need to take any action to immediately access speed-dial list changes.
Association of content (files, links, etc.) with a speed-dial entry to include images, video, floorplans, comments, etc. (Please describe if and how this content is searchable.)
Allow display of speed dials in either list form or graphical form (i.e., as a grid of clickable buttons, icons, graphics, and/or images).
When a speed dial or list is assigned to a button that appears in the telecommunicator UI, allow for the display (in a popup window) of a user-selectable set of fields when the mouse pointer hovers over the button.
Describe how additional information is entered and associated with an entry.
Describe search functionality (PSAP prefers search-as-you-type capability).
Describe options for uploading and using user-provided icons/graphics/images for speed-dial buttons.



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**Offeror should support the following:**

Should support speed-dial entries/buttons that are dynamically populated with agencies (e.g., law enforcement, fire/rescue, EMS, poison control, animal control) and services (e.g., towing, language translation) based on the caller's location.

Should support a minimum of eight speed-dial entries per service area (analogous to a legacy emergency service zone [ESZ]).

Should support intelligent manipulation of the dialed digits, such as area code removal for 7-digit local dialing, adding '+1' for 11-digit dialing, etc.

Describe all methods of speed-dial import and export (e.g., comma-separated values [CSV], Structured Query Language [SQL], XML, etc.).

### 3.3.2.26 Automatic Call Distribution

**Offeror's solution should support the following ACD requirements:**

Permit trained and authorized PSAP and ASET staff to provision ACD-related queues, routing, and telecommunicator skill settings, as needed.

Support, at a minimum, the following ACD next-available-telecommunicator selection algorithms on a per-queue basis:

1. Longest idle.
2. Top down.
3. Round robin.
4. Ring all.

Ability to change role without having to log out and log back in.

Be able to display to a telecommunicator the number of calls in each queue.

Toggling between "ready" and "not ready." While ready, telecommunicators can receive calls presented through the ACD queues. Conversely, ACD calls are not presented to telecommunicators who are not ready.

The option to require a telecommunicator to select from an agency-defined list of reasons when changing their status to "not ready."

In a "longest idle" ACD environment, switching to "not ready" should not reset the timer used to determine "longest idle" status.

A configurable option of forced (automatic) answer of ACD calls, which connects 911 callers to the next available telecommunicator, without any action needed on the part of the telecommunicator. Optionally, forced answer can provide an audible alert to the telecommunicator prior to connecting the 911 caller to the telecommunicator.



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Offeror's solution should support the following ACD requirements:

An optional, automatic, and configurable "wrap up" period following the end of a call. During this period, the telecommunicator is considered unavailable for ACD calls and may perform post-call tasks without interruption. Once the wrap up period expires, the telecommunicator is automatically made available for ACD calls.

Support the ability of each telecommunicator to record automatic greetings, in their own voice, for each queue or call type. This enables consistent call answering, as well as giving the telecommunicator a notification of the type of call they are about to handle.

3.3.2.27 Real-time Statistics

Offeror's solution should provide the following:

An option to each PSAP for one or more wall-mounted monitor/television displays for presenting real-time call information as configured by the PSAP.

Display information should include, at a minimum:

1. Name of queue or call type/category.
2. Number of calls in queue or call type/category.
3. Longest call-in queue or call type/category.
4. Number of telecommunicators logged in.
5. Number of telecommunicators available for calls.
6. Number of telecommunicators not ready.

Support configurable thresholds for color and audible alerts.

The following is just an example of the kind of display being requested:



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	<i><b>Calls</b></i>			<i><b>Agents</b></i>		
	<i><b>Waiting</b></i>	<i><b>Longest</b></i>	<i><b>Active</b></i>	<i><b>Logged In</b></i>	<i><b>Avail</b></i>	<i><b>Not Ready</b></i>
<b>9-1-1</b>	<b>2</b>	<b>0:22</b>	<b>8</b>	<b>9</b>	<b>0</b>	<b>1</b>
<b>Spanish</b>	<b>0</b>	<b>0:00</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>Admin</b>	<b>3</b>	<b>2:13</b>	<b>1</b>	<b>11</b>	<b>0</b>	<b>1</b>

3.3.2.28 Call Mapping

In the event that the Offeror’s call-handling solution does NOT include call location mapping as a no-charge feature included in the base version of their solution, Offeror is asked to provide separate pricing for a call location mapping solution that is fully integrated with the call-handling solution and which meets the following requirements.

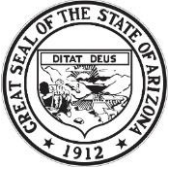
Offeror's solution should support the following:
The HMI should display <b>emergency event</b> location and <b>calling device</b> location information on a map display.
Map display configuration (e.g., map scale, base map data, iconography, caller/event location display rules) should be determined by user's profile/role.
The HMI should provide the ability to display updated location (from CHE re-bids) on the map display in real time.
The HMI should provide the ability to accept or reject the update request results.
If previous calls/incidents are to be shown on the display, the HMI should provide the ability to configure how long previous calls/incidents will remain on the display before being automatically removed/hidden.
The HMI should provide the ability to draw and label, modify, and delete geometric shapes or points on the map display.
The HMI should provide the ability to make such dynamic features private (i.e., visible only to the creating agent), visible to specific groups (i.e., roles, agencies), or visible to all users.
Such dynamic features should be able to be captured and stored for easy reuse.



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Offeror's solution should support the following:
The HMI should have the ability to “zoom” the map display.
Zoom parameters (e.g., default zoom level when call arrives; appearance of various features, information, iconography, and layers at different zoom levels) should be configurable based on user role.
Zoom history – it should be possible to return to the previous zoom level with a single click (up to ten steps back).
It should be possible to return to the default zoom level with a single click.
The HMI should provide the capability to pan the display.
Pan history – it should be possible to return to the previous pan location with a single click (up to ten steps back).
It should be possible to return to the current call location with a single click.
The HMI should provide the ability to set default GIS layers that are visible based on user login/role, and to manually select/unselect individual GIS layers for display.
The HMI should provide the ability to search for a location using either: a) geo-coordinates, b) civic addresses, or c) common place name.
The HMI should display location search results to the call-taker.
If multiple results are returned, each should include a confidence/match-score and clicking on a result should re-center the map on the selected location.
The HMI should provide the ability to retrieve location information (i.e., address and geo-coordinates) by clicking on a point on the map display.
The HMI should provide the ability to designate a location as a call/incident location by clicking on a point on the map or selecting it from the list of search results.
The HMI should provide the capability to display the emergency response agencies associated with a <b>caller’s location</b> on the map display.
The HMI should provide the ability to display the emergency response agencies associated with an <b>emergency location</b> on the map display.
The HMI should provide the ability to graphically display the accuracy/uncertainty associated with a given calculated position.
The HMI should support the ability to represent calls on the map with different icons based on class of service/type of call (e.g., wireline, wireless, VoIP, SMS).
The HMI should support the representation of additional location information for a call based on call type/class of service (e.g., wireless, SMS, VoIP).
The HMI should provide the ability to answer and manage calls directly from the map.



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3.3.2.29 Training

Offeror's solution should support the following requirements:
Proposals should include options for both train-the-trainer and end-user models with different training content for telecommunicator staff versus supervisors/administrators (i.e., superusers).
Operational training on the call handling and mapping features and functionality will be provided to all telecommunicators and superusers.
Training for superusers should also include monitoring, reporting, system health, and performance (MIS).
Training for superusers should also include GIS/mapping administration.
Proposals should include options for PSAP-specific training at each PSAP and train-the-trainer instruction for regional training personnel.
Training scheduling should accommodate 24 x 7 shifts.
All training materials should be available in digital form.
ASET reserves the right to record all training sessions and make available to staff online for refresher and new-agent training at no additional charge.
Training services should include an onsite trainer/coach in each PSAP for a minimum of 4 hours for each different shift immediately following cutover (on-the-job training/coaching).
Provide a summary/syllabus and duration of each training class, so that PSAPs can coordinate personnel schedules.
Training materials should include quick-reference guides for call-takers (CHE and mapping).
Training for call-takers should take place no more than one week prior to go-live (retention issues).

3.3.2.30 MIS

Offeror should support the following:
Authorized personnel should be able to run reports specific to their PSAP, and other PSAPs should not have visibility into another PSAP's reports.
Authorized regional or agency personnel should be able to run reports on any PSAP within their jurisdiction.
Authorized ASET personnel should be able to run reports on any PSAP within the state.
Each PSAP will be provided with a business-grade color network printer for printing reports from the MIS.
Reports should support color charts and graphs.
Authorized personnel should have the ability to query the data to create and print reports in an ad hoc fashion.



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**Offeror should support the following:**

Provide documentation on the following. For each report, include a description as well as an anonymized sample to show the report's layout:

1. All built-in reports included in the proposal.
2. All additional reports currently available for an additional fee.
3. Options available for custom report creation by the manufacturer.
4. Options for supplementary training for PSAP personnel on ad hoc report development.

Offeror's MIS documentation should include a data dictionary and explanations of data fields available for reporting.

After ad hoc reports have been developed, the Offeror's solution should have the ability to save the ad hoc report as a template and to optionally schedule the report for automatic execution.

Ability for reports to be scheduled for output to files, printers, or other network locations.

### 3.3.2.31 Instant Recall Recorder

**Offeror should support the following:**

Recording at workstations for both radio and telephony.

Playback of radio and 911 calls independently or together.

Support of the following single-click playback controls that enable the user to navigate to any portion of the recorded conversation(s):

1. Play.
2. Pause.
3. Stop.
4. Play forward/fast forward (without altering voice pitch).
5. Rewind.
6. Repeat.
7. Skip forward or back a configurable number of seconds.

### 3.3.2.32 Project Management and Progress Reports

Since no specific call-handling deployment projects will immediately result from the award of this contract, the following project management-related requirements will apply, generally, to any such deployment projects (CHE or CHaaS) undertaken under a contract.

**Offeror should support the following:**

Prior to contracting with any PSAP or agency for call handling, selected Offeror will provide a **high-level** project plan and timeline that shows the entire project calculated from the date of contract signature.

Examples of what should be included in the project plan, at a minimum:



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Offeror should support the following:

1. Data gathering.
2. PSAP onsite testing.
3. Core component installation and testing.
4. PBX<sup>4</sup>/CHE/mapping and workstation installation.
5. Gateway/network interface testing at all PSAP locations.
6. Location format, update and discrepancy reporting mechanisms, and interface testing.
7. CAD, logging recorder, analog, digital and IP voice testing.
8. Comprehensive test and acceptance plan for all network connections verifying complete functionality with the CHE solution.
9. An overview of the approach and typical steps taken to ensure continuity of PSAP operations throughout the project.

Within 30 days of contract signing, the selected Offeror will provide a **detailed** project plan, timeline, and schedule, to the contracting PSAP/agency and ASET. This plan should include the specific approach and steps to be taken to ensure continuity of PSAP operations throughout the specific project.

Facilitate biweekly project calls followed by a written progress report, distributed within 24 hours of the call, that captures the minutes and action item updates from the prior biweekly project call.

### 3.3.2.33 Systems Integration

Offeror should support the following:

Coordinate and work with the appropriate vendors' technicians for the test and turn-up of CAD, recorder, mapping, radio, and local PSAP telephone system interfaces, as needed.

Coordinate and work with ASET's NGCS/ESInet vendor for system integration and testing.

### 3.3.2.34 Change Orders

Offeror should support the following:

Submission, in writing, of all change orders.

All change orders require approval by the funding entity (PSAP or ASET) prior to performing work, not only those for equipment or services not covered under the contract with PSAP.

<sup>4</sup> Private branch exchange.



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Offeror should support the following:

Contracting PSAP(s)/agency(ies) and ASET will not accept change orders resulting in additional costs unless additional features are requested by the PSAP(s)/agency(ies).

**3.3.2.35 Service Interruptions and Facility Damages**

Offeror should support the following:

As the Offeror performs the installation and cutover of the equipment, the Offeror should assure the PSAP that there will be minimal interruption to the normal business operations of the local PSAP.

Prior to any PSAP visit, provide advance notice to, and obtain authorization from, the PSAP, which reserves the right to alter or suspend the intended schedule for any reason at its sole discretion.

Be responsible for the repair or restoration of any damages caused by the Offeror, its subcontractors, or delivery personnel to any PSAP or agency facilities through the receipt, delivery, installation, or test of the solution.

**3.3.2.36 Storage, Staging, Delivery, and Inventory Control**

Offeror should support the following:

Be accountable for the storage of materials until such time that the items are to be installed.

Neither ASET nor PSAP facilities may be used as a warehouse for uninstalled equipment.

Coordinate with PSAP for the shipping, staging, and testing of all equipment prior to installation.

Be responsible for ensuring that the equipment is fully staged, configured and tested prior to delivery to the PSAP.

Arrange for equipment to be delivered onsite on an as-needed basis, and the cost for delivery should be included in the Offeror's proposal.

Receipt, inventory, and movement of material are the responsibility of the Offeror.

Be responsible for the disposal of shipping material, as well as the daily removal of other day-to-day refuse.

Provide PSAP with a detailed inventory of all equipment installed on PSAP premises, whether purchased by the PSAP or provided by the Offeror as part of a CHaaS offering.

At a minimum, the inventory data should include where it is installed, manufacturer, part number, serial number, quantity, and model number.

Provide the inventory in hard- and soft-copy format using MS Excel.

Be responsible for all hardware, from its receipt prior to staging until it is accepted by PSAP personnel in writing.



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Offeror should support the following:

Any hardware or equipment lost, misplaced, or damaged prior to acceptance will be replaced at the Offeror's sole expense.

**3.3.2.37 Code Compliance, Grounding, and Transient Voltage Surge Suppression**

Offeror should support the following:

Installation must comply with all applicable national, state, and local codes.

All metallic circuits (data or voice) should be equipped with both primary and secondary transient voltage surge suppression (TVSS) devices per industry standards and best practices for telecommunications equipment.

The secondary TVSS device should have an operational indicator in the form of a light or audible signal to alert maintenance personnel that the device has been exercised, failed, or the circuit is no longer protected.

Each PSAP where TVSS devices are installed should be provided an onsite spares kit to assist in emergency restoration.

TVSS equipment should comply with UL 497A, *Secondary Protectors for Communications Circuits*.

**3.3.2.38 Pre-Cutover Acceptance Criteria**

Prior to cutover, Offeror should provide the following:

Evidence of backup of all configuration files and databases for all customer-premise-installed equipment.

Confirmation and documentation of control, monitoring, and alarm solutions.

An inventory of all Offeror-provided, PSAP premise-installed equipment to include manufacturer, model, part number, quantity, serial number, and installed location.

ATPs and documentation reviewed and approved by the contracting PSAP(s).

If, during testing, PSAP staff believe that a solution test fails, they will provide the Offeror with a written description of what test failed and why. Offeror will work expeditiously to resolve the problem, providing an estimated time of resolution.

Final as-built drawings (preferably in editable Visio format) within 30 days of cutover.

As-built documentation should include all customer-premise-installed cabling, equipment, and configurations, bringing attention to unique or special deployment details.

**3.3.2.39 Cutover Coordination**

Offeror should support the following:



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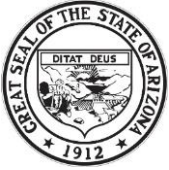
Coordinate cutover activities with all service providers and PSAP personnel.
A detailed cutover plan, along with coordination conference calls and supporting documentation, should be provided to all participating parties, at least 30 days before cutover begins.
Review the cutover plan with PSAP staff at least 14 days prior to cutover.
Provide trained and capable technical and functional solution support, and the project manager should be available and onsite the day of cutover.
Offer the option of in-person, onsite cutover support for end users to ease the transition to the new system. This should include at least four hours for each unique shift immediately following cutover.
State the length of time technical support staff will be onsite for each cutover.

3.3.2.40 Acceptance Testing

Fault categories for call handling acceptance testing will be the same as those defined for NGCS in the Error! Reference source not found. section.

3.3.2.41 PSAP Call-Handling Final Acceptance Testing

Offeror should support the following:
PSAP call-handling final acceptance testing is intended to validate that the Offeror’s solution operates during day-to-day use in each live PSAP environment and as asserted in the RFP response. The testing period should be sufficient to demonstrate the solution’s performance and reliability. The period should be 30 consecutive calendar days with zero Priority One and zero Priority Two faults.
Offeror should provide a baseline PSAP Call-Handling Final Acceptance Test Plan (including specific test cases, scenarios, and expected outcomes) to each PSAP at least 28 days in advance of the planned execution thereof and allow each PSAP a full two weeks to modify the test plan to meet their system acceptance criteria.
If a failure to comply occurs:
1. The impacted PSAP(s) will provide a written notification to the Offeror with their classification of the fault according to the four categories.
2. If Offeror disputes the PSAP’s fault classification, a call will be held at the earliest possible opportunity to resolve the disagreement. Parties to that call should include the reporting PSAP(s) representatives, Offeror, and (at the PSAP’s discretion) ASET representative(s). If agreement is not reached within 30 minutes, the PSAP classification will prevail.
3. The Offeror should remedy the non-compliance per the Service Levels and Service Management Performance Standard sections of the contract and should provide written notification of the remedy to the reporting PSAP(s) and ASET.
4. For any conditions that reset the baseline period timer, the timer will restart upon the PSAP’s written acceptance of the remedy, or five business days following delivery of the remedy, whichever is sooner.



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Offeror should support the following:

5. This procedure continues until compliance over the 30-day baseline period is achieved (or longer if there remain outstanding Priority Three and Priority Four faults), at which time the cutover will be deemed successful; the acceptance notice (to be defined in the test plan) will be mutually executed; and services may then be invoiced.

### 3.3.2.42 Call-Handling System Final Acceptance Testing

Definitions for Priority One through Priority Four faults and other terms related to acceptance testing are the same as previously defined in Error! Reference source not found..

Offeror should support the following:

System Final Acceptance Testing is intended to validate overall system performance, especially system-level functionality not otherwise verifiable during individual PSAP Acceptance Testing and includes (but will not be limited to) testing of areas such as the following:

1. Inter-PSAP transfers and conferences;
2. Automatic system failover and maintenance of full system functionality when a redundant element is taken out of service; and
3. Alternate routing under functional element and network component failure scenarios.

System final acceptance testing cannot begin until all PSAPs have successfully completed PSAP call-handling final acceptance testing. The testing period should be sufficient to demonstrate the solution’s performance and reliability. The period should be 30 consecutive calendar days with zero Priority One and zero Priority Two faults.

Offeror should provide a baseline System Final Acceptance Test Plan (including specific test cases, scenarios, and expected outcomes) to the contracting PSAP(s) at least 28 days in advance of the planned execution thereof and allow the contracting PSAP(s) a full two weeks to modify the test plan to reflect their system acceptance criteria.

If a failure to comply occurs:

1. Affected PSAP(s) will provide a written notification to the Offeror with their classification of the fault according to the four categories.
2. If Offeror disputes the PSAP fault classification, a call will be held at the earliest possible opportunity to resolve the disagreement. Parties to that call should include affected PSAP(s), Offeror, and, at PSAP discretion, representative(s) from ASET. If agreement is not reached within 30 minutes, PSAP classification will prevail.
3. The Offeror should remedy the non-compliance per the Service Levels and Service Management Performance Standard sections of the contract and should provide written notification of the remedy to the affected PSAP(s).



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Offeror should support the following:

4. For any conditions that reset the baseline period timer, the timer will restart upon PSAP's written acceptance of the remedy, or five business days following delivery of the remedy, whichever is sooner.
5. This procedure continues until compliance over the 30-day baseline period is achieved (or longer if there remain outstanding Priority Three and Priority Four faults), at which time the cutover will be deemed successful, the acceptance notice (to be defined in the test plan) will be mutually executed, and the call handling solution will be deemed accepted by the contracting PSAP(s).

3.3.2.43 Transition Plan

Offeror should support the following:

Within 30 days of contract signing, the Offeror should provide a detailed transition plan that should include a full description of the methods and procedures that will be employed to ensure a non-service-affecting transition from the current call-handling environment to the new system.

Provide recommendations considering the complexity of the specific deployment environment.

This transition plan should recommend a suggested order for agency migration and provide projected time durations to complete the specific site, based on position count and other information the Offeror has learned of the region's configuration.

The migration plan should include a fallback procedure to restore any affected PSAPs to a pre-transition operational state in the event of a catastrophic failure.

3.3.2.44 Product Lifecycle Management (PLM)

3.3.2.44.1 *Software Release Management*

Offeror should support the following:

Describe the frequency of scheduled software releases and the decision-making processes involved in deciding what features and defect resolutions to include in a scheduled release.

Maintenance releases and feature releases should be provided to all PSAPs at no cost while a maintenance agreement is in place.

Provide all PSAPs and ASET read-only access to the Offeror's defect tracking system to track the progress of PSAP-reported defect resolutions. The Offeror should provide user training to PSAP and ASET staff, prior to PSAP acceptance testing.

Notify and coordinate scheduling with affected PSAPs whenever solution servicing requires onsite visits. Notification should occur no less than ten business days before the needed visit and scheduling should be at the sole discretion of the PSAP(s).



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**Offeror should support the following:**

Provide release notes to all affected PSAPs no less than ten business days prior to system upgrades or updates, clearly identifying any new functionality, of which the PSAPs may wish to take advantage.

Request authorization from the affected PSAP(s) no less than ten days prior to performing maintenance, upgrades, backups, restorations, or other system changes that may impact the performance or functionality of the system or service (depending on how the call-handling solution is procured). The only exception to this advance-notice requirement is in cases where an update or upgrade is immediately required to restore a failed or failing service or component.

*3.3.2.44.2 Warranty and Monitoring*

**Offeror should support the following:**

For all software and Offeror-provided, PSAP-owned hardware, Offeror shall include 24 x 7 x 365 parts and labor warranty for the duration of the contract (first five years) from the date of final PSAP acceptance. The Offeror also should provide 24 x 7 x 365 extended warranty (parts and labor) for years six and seven, as options.

For all software and Offeror-provided, PSAP-owned hardware, warranties should cover hardware, cabling and connectors, and software and include 24 x 7 x 365 phone/web support.

Should include 24 x 7 x 365 remote system monitoring and maintenance. Offeror should describe its monitoring facilities (NOC/SOC; primary, secondary, and backup; etc.) and staffing to both monitor and respond.

Describe NOC services, including proactive and reactive maintenance plans. Response should include details regarding the number of certified technicians who will reside within a two-hour drive time to each call-handling site.

System monitoring should include a near-real-time portal through which each PSAP may configure a dashboard-type view for monitoring their data and voice activity as well as overall system status and health.

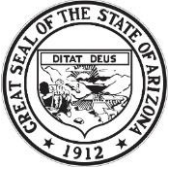
Describe how out-of-warranty items are repaired or replaced. Offeror should describe the processes and procedures along with estimated cost for all system components.

*3.3.2.44.3 Incident and Trouble Reporting*

**Offeror should support the following:**

Describe the procedures involved for initiating, tracking, communicating status, and resolving trouble reports. Describe all capabilities available with the solution, including remote monitoring, maintenance, troubleshooting, and repair.

In addition to the built-in capabilities, describe capabilities to interface with other management systems using standard protocols such as Simple Network Management Protocol (SNMP) or Common Management Information Protocol (CMIP).



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*3.3.2.44.4 Escalation Procedures*

Offeror should support the following:
Following the solution cutover, PSAPs may require escalation of an issue for resolution. Provide: <ul style="list-style-type: none"> <li>A. Documentation of the escalation process along with names, titles and contact information.</li> <li>B. The after-hours escalation process, if it is different from normal work hours.</li> <li>C. Process for updating escalation documentation as personnel changes occur during the contract period.</li> </ul>
The escalation process should address inclusion of the manufacturer (if other than Offeror) in meetings and discussions with affected PSAPs when the Offeror's efforts have not resolved the issue.
Escalation processes should describe in detail the procedures for PSAPs regarding resolution of critical defects, including time to resolution and engagement of Tier 3 or Tier 4 engineering and development resources.

*3.3.2.44.5 Software Backup and Restoration*

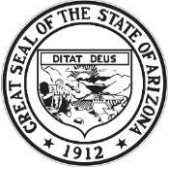
Offeror should support the following:
Perform automatic backups of software, as well as all PSAP-specific configurations and databases. The backups cannot affect system performance.
Describe in detail, in the proposal, the recommended backup schedule on the workstations, servers, and any other customer-premise-installed devices that have databases, operating systems, and/or configurations that may be backed up.

*3.3.2.44.6 Maintenance and Repair History Log*

Selected Offeror should support the following:
Provide, utilize, and maintain an online history log for each PSAP site that tracks all system issues, resolutions, configuration changes, upgrades, etc. that are performed onsite or remotely. Describe the process for managing the history log and provide read access to PSAPs and ASET.

*3.3.2.44.7 Spares and Advance Replacement*

Offeror should support the following:
Include a critical spares kit for all customer-premise-installed equipment.
Describe the plan for maintaining a readily available cache of replacement parts to be available for delivery on site within the response time frames outlined in <u>Appendix B - Performance Standards Definitions</u> .
Provide pricing and documentation describing the repair and advance-replacement processes for out-of-warranty solution components purchased (versus leased) by PSAPs.



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3.3.2.45 CHE Documentation

Offeror should provide the following:
Documentation for all user-accessible configurations.
CHE (versus CHaaS) technician certification training for interested PSAPs whose staff could serve as local hands during emergency situations.
Documentation for MIS solution, if provided, including: <ol style="list-style-type: none"> <li>1. Sample reports</li> <li>2. Report customization and automation; and</li> <li>3. Ad hoc report design, including best practices.</li> </ol>
Administrator guide(s) including screen layout customization and speed-dial directory maintenance, import, and export, user account management, etc.
Telecommunicator quick reference cards for call handling, mapping, discrepancy reporting, and other provided systems.

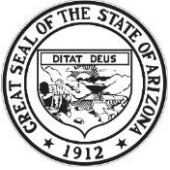
3.3.2.46 Artificial Intelligence and Machine Learning

Offeror should describe:
AI/ML capabilities of the proposed CHE system.
Plans to introduce/enhance AI/ML capabilities into the proposed CHE solution.
Opportunities to apply AI/ML technologies and techniques to the analysis of multimedia content delivered to the PSAP.

3.3.3 Call-Handling Equipment Requirements

3.3.3.1 Implementation Model

Offerors solution should support the customer premise deployment model for CHE:
Solution must be architected to support host/remote and/or geographically diverse configurations.
Include in the design all necessary hardware to successfully integrate with an i3-conformant ESInet.
All equipment must be new. Used, repurposed, or remanufactured equipment is prohibited.



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3.3.3.2 Training Specific to CHE

Offeror's solution should support the following requirements:

Technician certification training (at the manufacturer's site) for one person (for PSAPs with 2 to 20 positions) or two persons (for PSAPs with more than 20 positions).

Technician training should include refresher (or new technician) training every year the same number of personnel.



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**3.3.4 Call Handling as a Service Specific Requirements**

**3.3.4.1 CHaaS Implementation Model**

Offeror should support the following:
Solution may leverage networking assets (building and connectivity) already deployed by PSAP in places where establishing new facilities may be cost-prohibitive or technically not feasible.
It is a PSAP’s expectation that all hardware and software required for service delivery will be provided as part of the per-position CHaaS monthly fees including all necessary edge router/firewall hardware and TDM gateways.
Solution should be able to interoperate on the same network with other vendors’ standards-conformant CHaaS solutions without interfering with the performance of the other.
All equipment must be newly manufactured and fully supported by the manufacturer with no published announcements of end of sale, EOL, or EOS as of the delivery date.

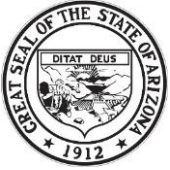
**3.3.4.2 Training Specific to CHaaS**

Offeror should support the following:
Technician certification training for interested PSAPs or regional entities whose staff could serve as local hands and eyes during outages or malfunctions of the equipment.
Technician training should include annual refresher training for PSAP staff.

## Appendix Guide

Table 3: Appendix Guide

Section	Title	Page
Appendix A	ASET 911 Program PSAP Site List, Population, and Call Data	54
Appendix B	Performance Standards Definitions	55
Appendix C	IP Network Measurement and Reporting Requirements	60
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**Appendix A – ASET’s 911 Program and PSAP Information**

In the interest of critical infrastructure security, detailed PSAP information will be distributed **ONLY** to verified RFP Offerors upon receipt, by ASET, of notice of their intent to respond.



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## Appendix B – Performance Standards Definitions

### **Performance Terms and Standards**

#### **Service Level Agreement**

An agreement between ASET and the Contractor that specifies, in measurable terms, the services that the Contractor will furnish.

#### **Help Desk Availability**

The time of day resources are available to answer calls from ASET, create trouble tickets and dispatch technicians.

Resources must be available (via tollfree telephone number) 24 x 7 x 365 to process requests for service.

#### **Technician Availability**

The time of day technicians are available to provide support remotely and/or onsite.

Technicians must be available remotely and/or onsite as required, on a 24 x 7 x 365 basis.

#### **Regular Business Hours (RBH)**

Hours between 8:00 a.m. and 5:00 p.m. Arizona time.

#### **Customer-Generated Data – Transparency and Access Rights**

Customer-Generated Data (CGD) is defined as any data that is configured within, or consumed or generated by, any of the systems, components, functional elements, services, or software applications provided by the Offeror, specifically, that data which is necessary to, or generated as a result of, providing the services or functionality called for in this RFP and which is unique to the operation and use of the systems, solutions, or services by ASET or any PSAP in Arizona. Such data may include, but is not limited to, voice and SMS “call” activity records, traces, or logs; system, component, or software troubleshooting, logs, configuration files, and diagnostics data; diagrams, drawings, or design and implementation documents which record the specific implementation details relating to ASET or any Arizona PSAP; as well as any reports or analytics based on, or derived from, CGD.

**Limited Use.** ASET or any PSAP in Arizona will use or disclose the CGD only in furtherance of the existing and identified Project or as required by Law.

**Standard of Care.** ASET or any PSAP in Arizona shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect the CGD from misuse and unauthorized access or disclosure.

**Agents and Subcontractors.** ASET or any PSAP in Arizona shall ensure that any agents, including subcontractors, to whom it provides the CGD agree to the same restrictions and conditions listed in this agreement.

**Personal Information.** ASET or any PSAP in Arizona will not attempt to identify any Person whose information is contained in any CGD or attempt to contact those Persons.



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**Required Disclosure.** If ASET or any PSAP in Arizona is compelled by Law to disclose any CGD it shall provide Contractor with immediate written notice so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement; if the parties cannot obtain a protective order, other appropriate remedy, or otherwise fail to quash the legal process requiring disclosure, ASET or any PSAP in Arizona will disclose the requested CGD only to the extent necessary to satisfy the request.

In the spirit of transparency and in support of ASET's interest in being able to verify and validate Contractor's compliance with the terms, requirements, and specifications contained herein, ASET reserves, for ASET and PSAP staff (as well as their designated representatives), the right to unfettered access to any and all CGD produced or used while such solutions or services are under contract by ASET or any PSAP in Arizona. It is not the intent of this requirement to expose or reveal any proprietary information, intellectual property or trade secrets of the Contractor and requests will be limited to CGD reasonably considered to be probative of compliance, as stated, above. ASET is committed to exercising this provision only when needed and always in good faith. Contractor's responses to such requests will be provided willingly and expeditiously. Contractor is prohibited from using blanket claims that data is of a proprietary or sensitive nature, in order to shield itself from such requests. In limited cases, Contractor may require the sharing of data to be under the terms of a non-disclosure agreement (NDA).

### **System Performance Standards and Reporting**

Offerors must identify the SLAs and metrics for the system components that will be utilized to formulate the system performance measurements for each performance standard.

#### **System Availability**

The service must be available at least 99.999 % of the time, measured on a per-PSAP basis.

#### **Service Level and Service Management Performance Standard**

Services referenced here are limited to those provided under the agreement. All times are averages over a rolling 12-month measurement period. However, there are provisions for declaring an SLA violation in cases where repeated instances occur over a short period of time.

All time intervals are calculated to the nearest minute. Performance requirements are applicable to managed and non-managed services.

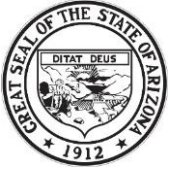
### **Fault Priority Levels**

Fault priority level definitions are the same as those in Error! Reference source not found.. For the post-cutover environment, some examples are provided, here, of issues which would be considered of the specified priority.

#### **Priority One – Critical**

Examples of such issues may include:

- Isolation of any single site or sites from the rest of the network, resulting in the inability for affected sites to communicate with the rest of the network.
- Software defect without a workaround that impacts any site or site's ability to maintain business operations.



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- A reduction in call processing capacity at a single site of 50% or more.

**Priority Two – Major**

Examples of such issues may include:

- Loss of network or functional element redundancy, including PSAP or data center connectivity.
- System or component problem that could result in loss of a site without timely repair.
- A reduction in call processing capacity at a single site of 20% or more.
- Inability to accurately display caller location on the map.

**Priority Three – Minor**

Examples of such issues may include:

- Failure of a speed dial to route calls to the proper destination, requiring manual dialing or other additional steps to affect the same result.
- Misrouted calls
- Location failures, resulting in default routing of calls.

**Priority Four – Non-service-impacting**

Examples of such issues may include:

- Errors in data display/presentation within a user’s application (layout, colors, data identification, etc.)
- Errors with peripheral systems such as recorders, MIS, auxiliary keypads, etc.
- Errors with monitoring systems, dashboards, etc.

**Response Time**

The time elapsed between identification (by monitoring staff) or reporting (by ASET, agency(ies), or PSAP(s)) of an issue and commencement of investigation or repair activity by Contractor.

Table 4: Maximum Response Time

Incident Severity	Maximum Response Time
Priority One	15 minutes
Priority Two	30 minutes
Priority Three	8 hours
Priority Four	12 hours



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**Notification Time**

The time elapsed between issue identification (by monitoring personnel) and notification of the affected agencies or PSAPs. Contractor shall have the ability to provide customized notifications based on desires of ASET, agency, or PSAP.

Table 4: Maximum Notification Time

Incident Severity	Maximum Notification Time
Priority One	15 minutes
Priority Two	30 minutes
Priority Three	8 hours
Priority Four	Next Business Day

**Repair Time**

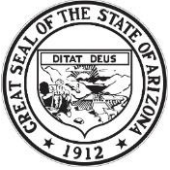
The time elapsed between identification (by monitoring staff) or reporting (by ASET, agency(ies), or PSAP(s)) of an issue and the resolution of that issue, with full functionality and capacity restored to normal. At the discretion of the reporting party(ies), “resolution of that issue” may be achieved by the deployment of a workaround, if accompanied by a mutually agreeable written plan for definitively resolving the original issue.

Table 5: Maximum Repair Time

Incident Severity	Maximum Repair Time
Priority One	2 hours
Priority Two	4 hours
Priority Three	48 hours
Priority Four	96 hours

**Escalation**

A request for assistance to the next higher level of technical support must be executed whenever the Escalation Interval (in the following table) has elapsed since the issue was identified or reported and issue remains unresolved. Once an escalation has occurred, the Offeror will provide ASET and affected parties with a status update at the Update Interval until the issue has been resolved.



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Table 6: Expected Escalation Intervals

Incident Severity	Escalation Interval	Update Interval
Priority One	1 hour	2 hours
Priority Two	4 hours	8 hours
Priority Three	48 hours	24 hours
Priority Four	96 hours	As agreed to



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## Appendix C – IP Network Measurement and Reporting Requirements

### **Network Performance**

The selected Offeror must measure and report on the network performance against the service levels, on a monthly basis. For any circuit downtime, outages, or interruptions, the selected Offeror must provide a written report describing the degradation of service or outage, including the root cause and the plan to prevent similar occurrences in the future. Trend data must be supplied with this report that shows current and previous monthly performances.

### **Outage Reporting**

In the event of an unplanned outage, the Offeror will provide to ASET a reason for outage (RFO) report. This report will include a timeline of the outage, the cause of the outage, actions taken to resolve the issue, and any actions/processes undertaken by Offeror and their subcontractors to prevent similar outages from occurring in the future or to mitigate their impact, if they do. ASET requires a preliminary report within 5 business days and a final report within 30 calendar days to be measured from detection of the outage.

As defined in 47 CFR § 4.5, Offeror is responsible for complying with all Federal reporting requirements for any outages or interruptions to 9-1-1 voice or SMS routing, delivery, and/or processing systems and services provided under this contract. Offeror is required to electronically report significant network outages and information about outages that exceed specific thresholds—in terms of duration and magnitude—to the FCC's Network Outage Reporting System (NORS). The electronic report shall also include information regarding communications disruptions affecting any Enhanced 911 facilities.

### **Bandwidth Management**

Offeror shall provide monthly bandwidth performance and network utilization reports.

ASET must be able to monitor overall bandwidth usage and specific usage between sites. ASET must be able to view real-time or near-real-time bandwidth performance and utilization reports. Users of the monitoring tools should be able to filter on various traffic characteristics (e.g., protocol, QoS classification, media type, etc.). A web-based portal or browser-enabled viewer is preferred.

Offeror's call-processing capacity shall be capable of 125% busy hour call traffic for each PSAP and the NGCS as a whole.

Offeror's service shall be able to increase call-processing capability by up to 50% over contract duration with minimal hardware upgrades required.

### **Voice Quality and Quality of Service**

Voice quality must be maintained at traditional public switched telephone network (PSTN) levels. Voice data (RTP<sup>5</sup>) must have priority over any other IP traffic and this priority must be respected and enforced by all network

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<sup>5</sup> Real-time Transport Protocol



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infrastructure elements, end-to-end. The service shall use an uncompressed, high quality voice codec. The ESInet/NGCS must not degrade the MOS of calls traversing the ESInet by more than two-tenths (0.2) point, from the point of network ingress to the point of delivery (network-to-network interface) to a call-handling system.

**Network Management and Monitoring**

The Offeror must provide a NOC to respond to network issues and meet the service levels stated within this RFP, including requirements for a secondary or backup NOC.

**Proactive Monitoring**

It is the responsibility of the Offeror to provide active monitoring of its circuits and functional elements. Offeror must proactively generate incident tickets and alert ASET and affected PSAPs in accordance with the fault priority tables in Appendix B regarding Notification and Response Times.



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## Appendix D – Service Level Agreement

Offeror shall provide a description of its SLA reporting tool. A secure online SLA reporting dashboard is preferred. SLA reporting tools are expected to include both real-time and near-real-time performance statistics calculated at no greater than five-minute intervals. The SLA reporting tool shall summarize network performance metrics by hour, day, week, month, quarter, and year. The mechanism must deliver automated SLA results to ASET on a monthly schedule. QoS reporting shall present traffic by type. Reports shall include, at a minimum, statistics for latency, jitter, packet loss, and bandwidth utilization, and shall be available on demand with near real-time data. A web-based portal is preferred. Other relevant data also may be reported.

Offeror shall specify how they will conduct and provide end-of-month and end-of-quarter reviews, accounting for any degradation of service to include service failures, as well as incidents and problems, and their resolution.

SLR remedies shall be tracked to their full amount, but the maximum credit per month shall not exceed 25% of the total amount at risk (as defined, below).

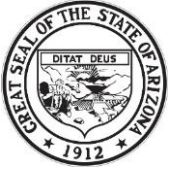
Incidents shall be tracked via tickets and the ticket contents shall be made available to ASET and the affected PSAP(s) via an online portal with the ability to download or print reports.

Offeror shall have automated systems to track all SLA deliverables and provide ASET with monthly reports detailing the Offeror's performance.

The monthly SLA compliance report shall include the following detail and a one page summary of the detail:

- 1) Report period;
- 2) Offeror's trouble ticket number.
- 3) Name(s) of affected PSAP(s).
- 4) FCC ID(s) of affected PSAP(s).
- 5) Service type.
- 6) Brief trouble symptom.
- 7) Brief restoration description.
- 8) Trouble symptom category.
- 9) Ticket open date and time.
- 10) Priority level.
- 11) Problem resolution date and time.
- 12) Total outage duration.
- 13) Yes/no if qualified for SLR remedy.
- 14) Yes/no if FCC reporting required; and
  - a. If Yes, link to FCC report and FCC response, if any
- 15) The applicable SLA.

The following table details ASET's SLRs, providing a description of each, the metric or measurement to be used to confirm compliance, the target measurement, and the affected party or parties' (ASET or PSAP(s)) rights and remedies, in the event that an Offeror fails to achieve the SLR.



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For SLR violations, the remedy listed in the table, below, may be a portion of “the amount at risk”. For the purposes of this section, “amount at risk” is defined, as follows:

- For services (i.e., ESInet, NGCS, CHaaS) or solutions (i.e., CHaaS and CHE) incurring a monthly recurring charge (MRC), “amount at risk” shall be the MRC for that service or solution for the month in which the SLR violation occurs.
- For services (i.e., ESInet, NGCS, CHaaS) or solutions (i.e., CHaaS and CHE), the price for which includes a non-recurring charge (NRC) component, “amount at risk” shall be the total NRC for that service or solution for the duration of the contract divided by the number of months in the contract – in other words, one month’s portion of the NRC for that service or solution.
- For services (i.e., ESInet, NGCS, CHaaS) or solutions (i.e., CHaaS and CHE), the price for which includes both NRC and MRC, “amount at risk” shall be the total of the two amounts described above.



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Table 5 – Service Level Requirements, Metrics, and Remedies

#	Definition	Measurement Method	Objective	Rights and Remedies
1	Final master project plan (MPP) shall be delivered to ASET (for ESInet/CHE) or PSAP(s) (for call handling) within 60 calendar days of contract execution.	Calendar Days	Delivery of MPP within 60 days	Failure to meet the objective shall result in a \$5,000 credit or adjustment for each calendar day that the report is not delivered after the objective.
2	Contractor shall achieve all milestone dates identified in the MPP.	Calendar Days	Completion of MPP milestones on or before the date agreed by ASET and Offeror.	Any failure to meet the objective shall result in a \$5,000 credit or adjustment for each calendar day that the milestone is not delivered after the objective (for milestones with a majority of the underlying task ownership being that of the Contractor and/or its subcontractors).
3	SLA Remedy Delivery – Timely credit or adjustment of remedies due to ASET or PSAP(s) for missed SLR objectives.	Calendar Days	Contractor’s credit or adjustment shall be issued no more than 60 calendar days after written notice from ASET or PSAP(s) of a service level failure.	Each occurrence of an SLR remedy (credit or adjustment) that is not issued within 60 calendar days shall result in a \$5,000 credit or adjustment for each calendar day that the credit or adjustment is not issued.



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#	Definition	Measurement Method	Objective	Rights and Remedies
4	Contractor shall provide a ticketing interface and monitoring dashboard 24 x 7 x 365.	<p>The monthly availability percentage equals the Scheduled Uptime less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is based on 24 hours x number of days in the month x 60 minutes.</p> <p>The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.</p>	99.9	Failure to meet the SLR objective for one month shall result in a \$2,500 credit or adjustment.



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#	Definition	Measurement Method	Objective	Rights and Remedies
5	<p>When a manual (i.e., via phone call to NOC) emergent request is made to reroute calls to alternate PSAP, call rerouting will be effective within three minutes, from the time the PSAP call is answered by the NOC for pre-provisioned routes.</p> <p>If the request is for standard maintenance, the reroute will be effective within seven minutes for pre-provisioned routes, and if a new route is required, that will be completed within 20 minutes of request.</p>	<p>Time from NOC call received by human to time the routing change becomes effective.</p>	<p>3 minutes (emergency)            7 minutes (maintenance)            20 minutes (new route)</p>	<p>Failure to meet the SLR objective shall result in a \$5,000 credit or adjustment.</p>
6	<p>Contractor shall report all outages that potentially impact the delivery of 911 traffic to every affected PSAP within and ASET (<a href="mailto:az911outage@azdoa.gov">az911outage@azdoa.gov</a>) 15 minutes of the occurrence.</p>	<p>Any outage that potentially impacts the delivery of 911 traffic, regardless of traffic type.</p>	<p>Notification of PSAPs and ASET within 15 minutes or less.</p>	<p>Any failure to meet the objective shall result in a \$5,000 credit or adjustment</p> <p>For each additional minute that the Contractor fails to meet the SLR objective, an additional \$1,000 credit or adjustment will be due.</p>



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#	Definition	Measurement Method	Objective	Rights and Remedies
7	Redundant ESInet connectivity shall be provided to each end point CHE core or host site connection (except as described in the following requirement).	<p>The monthly availability percentage equals the Scheduled Uptime less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is based on 24 hours x number of days in the month x 60 minutes.</p> <p>The ESInet connectivity availability requires two diverse IP network connections to each PSAP. For those PSAPs where diverse IP network connections are not available and when approved by the ASET, the Individual ESInet connectivity SLR applies.</p> <p>The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.</p>	<p>99.999% availability  <i>(less than 5.26 minutes per year or 26.3 seconds per month of unplanned downtime)</i></p>	<p>Failure to meet the SLR objective for one month shall result in a 25% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs.</p> <p>Failure to meet the SLR objective for a second consecutive month shall result in a 50% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs for that month.</p> <p>Failure to meet the SLR objective for each additional consecutive month shall result in a 100% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs for all such consecutive months plus an additional \$25,000.</p>



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#	Definition	Measurement Method	Objective	Rights and Remedies
8	Non-redundant ESInet connectivity shall be provided to each end point CHE core or host site and will only apply when diverse NG911 trunks are not available and when approved by the ASET.	<p>The monthly availability percentage equals the Scheduled Uptime less Unavailable Time divided by Scheduled Uptime per month multiplied by 100.</p> <p>Scheduled Uptime is based on 24 hours x number of days in the month x 60 minutes.</p> <p>The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.</p>	<p>99.999% availability  <i>(less than 5.26 minutes per year or 26.3 seconds per month of unplanned downtime)</i></p>	<p>Failure to meet the SLR objective for one month shall result in a 25% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs that month.</p> <p>A second consecutive month failure to meet the SLR objective shall result in a 50% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs that month.</p> <p>Each additional consecutive month failure to meet the SLR objective shall result in a 100% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs that month.</p>
9	Failure to provide updates to solution to conform to NENA i3 standards within 18 months of ratification.	Identification by the ASET or its designee of i3 functionality not supported.	100% conformance to NENA i3 standards within 18 months of ratification.	20% credit or adjustment of amount at risk for the ESInet and/or call handling, as applicable, until conformance issue is resolved to ASET's or PSAP's satisfaction.



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#	Definition	Measurement Method	Objective	Rights and Remedies
10	ESInet and CHE must handle voice calls with little or no degradation of voice quality of the call from the ingress demarcation point to the workstation, as measured and monitored by an automated MOS measurement tool at the endpoint.	Ingress demarcation point shall be defined as the handoff point to the call handling equipment hosts..  Egress demarcation point shall be the call-handling workstation.	Egress MOS measurements shall be maintained at 4.0 or better.	Failure to meet the SLR objective for one month shall result in a 25% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs that month.  A second consecutive month failure to meet the SLR objective shall result in a 50% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs that month.  Each additional consecutive month failure to meet the SLR objective shall result in a 100% credit or adjustment of the amount at risk for the ESInet for all affected PSAPs that month.
11	CHE will receive and handle all call type traffic with minimal service interruption.	Single outage with a duration of six minutes or more.	Preventing CHE outages of six minutes or more.	100% credit or adjustment of the amount at risk for call handling for the affected PSAP(s).
12	CHE will receive and handle all call type traffic with minimal service interruption.	Single outage of greater than two minutes and less than six minutes.	Preventing CHE outages greater than two minutes, but less than six minutes.	50% credit or adjustment of the amount at risk for call handling for the affected PSAP(s).



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#	Definition	Measurement Method	Objective	Rights and Remedies
13	Contractor shall provide SLA reports required by this contract for each month of activity during the term of the contract by the 10 <sup>th</sup> business day of the following month.	Business Days	Contractor shall deliver accurate and complete reports by the 10 <sup>th</sup> of the month following the end of the applicable reporting month.	Failure to meet the objective shall result in a \$5,000 credit or adjustment for each business day that the report is not delivered after the objective.
14	Contractor shall provide a cybersecurity vulnerability notification upon recognition of a cybersecurity threat or breach within three business days of issue identification.	Business Days	Within three business days of the recognition of a vulnerability or identified cybersecurity threat or breach, Contractor shall notify the ASET and the impacted PSAP(s) of the event and measures taken to mitigate impact and avoid future risk.	Failure to meet the objective shall result in a \$5,000 credit or adjustment for each business day that the report is not delivered after the objective.
15	Contractor shall provide an RFO report for Priority One and Two issues within five business days.	Business Days	Contractor shall deliver initial root cause analysis to the ASET and the affected ECDs/PSAPs within five business days of service affecting issue.	Each occurrence of a failure to meet the objective shall result in a \$5,000 credit or adjustment for each business day that the report is not delivered after the objective.
16	Contractor shall provide a final RFO report within 30 calendar days from the beginning of the service affecting issue.	Calendar Days	Contractor shall deliver final RFO to the ASET and the affected ECDs/PSAPs within 30 calendar days from the beginning of the service affecting issue.	Each occurrence of a failure to meet the objective shall result in a \$5,000 credit or adjustment for each business day that the report is not delivered after the objective.



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### Appendix E – State of Arizona IT Security Requirements

#### SECURITY STANDARDS

Security of the State's wide area network (WAN) and local area networks (LANs) are of **UTMOST** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture, and statewide Information Technology security policies, standards and procedures:

<https://aset.az.gov/resources/policies-standards-and-procedures>.

In some instances, Contractor personnel will only be allowed inside of a State facility if accompanied by a State escort. This is applicable in the Correctional facilities, Public Safety facilities, State Lottery, or other facilities as designated by the State.

#### SECURITY FRAMEWORK

The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) and NIST 800-53 revision 4. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements, all contractors responding to State solicitations must successfully complete the AZRamp risk assessment as determined by the Arizona Strategic Enterprise Technology (ASET) Department. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.

Contractor understands and agrees no other forms of Cybersecurity Frameworks, Trust Documents, self-attestations, to include; ISO/IEC<sup>6</sup>, SOC 2 & 3, PCI, or HIPAA reports of compliance are recognized nor accepted by State.

NIST SP 800-53 Rev. 4 guidelines can be located at:

<https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final>

Contractor shall comply with all applicable security requirements including but not limited to:

- Arizona Risk and Authorization Management Program (AZRamp):
  - Submit with your solicitation package a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/sites/default/files/Arizona%20Baseline%20Security%20Controls%20Pre-Requisite%20.xls>, and mitigate gaps or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation to include System Security Plan

<sup>6</sup> International Organization for Standardization/International Electrotechnical Commission



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(SSP), or Information Security Policies supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

- All Offerors will complete and submit with your solicitation package an unedited and signed State of Arizona HIPAA Business Associate Addendum (BAA), if required by this RFP.
- If selected for award (and based on the requirements and technologies involved in this procurement), all awards are contingent on the successful completion of the AZRamp 325 Moderate (Confidential, PII<sup>7</sup>, or PHI<sup>8</sup>) Impact Control Baseline spreadsheet titled "Arizona Baseline Infrastructure Security Controls 2017 (Excel)", as determined by the Enterprise Security, Privacy & Risk Compliance team. Moderate Impact controls are identified in column F of the spreadsheet located here:

[https://aset.az.gov/sites/default/files/Arizona%20Baseline%20Security%20Controls%202017\\_v2.xls](https://aset.az.gov/sites/default/files/Arizona%20Baseline%20Security%20Controls%202017_v2.xls)

- State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
- Contractor will submit copies of system logs from Contractor's environment to State of Arizona security team upon request to be added to the State Security Information Event Monitor (SIEM) or Intrusion Detection System (IDS).
- The ideal vendor solution will be contained within a Federal Risk and Authorization Management Program (FedRAMP), government-rated, single tenant cloud compartment. This preferred architecture provides protection during storage, processing, and/or transmission of sensitive or regulated State data. Information about FedRAMP Authorized SaaS, PaaS or IaaS platforms can be located at:  
<https://marketplace.fedramp.gov/#/products?sort=productName>

Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to:

- Federal Information Security Modernization Act of 2014 (FISMA): <https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>
- OMB Circular A-130: <https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circularno-a-130-managing-information-as-a-strategic-resource>
- National Cyber Strategy of the United States of America: <https://www.whitehouse.gov/wp-content/uploads/2018/09/National-Cyber-Strategy.pdf>
- Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): <https://www.hhs.gov/hipaa/index.html>
- Tax Information Security Guidelines for Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075): <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- A.R.S. 18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ASET), Powers and duties of the agency: <https://www.azleg.gov/arsDetail/?title=18>

<sup>7</sup> Personally identifiable information

<sup>8</sup> Protected health information



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- A.R.S. 18-105 - Statewide information security and privacy office (SISPO): <https://aset.az.gov/ars-18-105-statewide-information-security-and-privacy-office>
- A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>
- Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: <https://aset.az.gov/executive-order-2008-10-mitigating-cyber-security-threats>
- State of Arizona statewide policies, standards and procedures: <https://aset.az.gov/resources/policies-standards-and-procedures>
- SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>
- State Environmental policies: <https://azdeq.gov/LawsAndRules>
- Family Education Rights Privacy Act (FERPA): <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>
- Driver's Privacy Protection Act (DPPA): <https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>
- Incident Response Reporting program and system:  
[https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning\\_Sept2018\\_0.pdf](https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning_Sept2018_0.pdf)
- Privacy Incident Reporting policy and standards:  
<https://aset.az.gov/sites/default/files/STANDARD%208240%20INCIDENT%20RESPONSE%20PLANNING.pdf>
- State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/arm/policies>
- Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: <https://www.pcisecuritystandards.org/>



# Request for Proposal

Solicitation No. **BPM003444**  
 NG911 ESInet/NGCS and Call-Handling Equipment (CHE)

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## Appendix F – Glossary of Terms

Acronym	Term	Definition
ACD	Automatic Call Distribution (Distributor)	Equipment that automatically distributes incoming calls to available PSAP attendants in the order the calls are received, or queues calls until an attendant becomes available.
ADR	Additional Data Repository	A data storage facility for data that further describes the nature of how the call was placed, the person(s) associated with the device placing the call, or the location the call was placed from. There are three types of Additional Data: Additional Data for the Call, Additional Data for the Caller and Additional Data for the Location.
AGC	Automatic Gain Control	Auto-focus of audio.
AI	Artificial Intelligence	The theory and development of computer systems able to perform tasks that normally require human intelligence, such as visual perception, speech recognition, decision-making, and translation between languages.
ALI	Automatic Location Identification	Tabular reference for the current 911 system. Defines destination PSAP for every landline telephone number and cellular tower.
ANI	Automatic Number Identification	Telephone number (TN) associated with the access line from which a call originates.
APCO	Association of Public-Safety Communications Officials-International	Organization of public safety communications professionals providing public safety communications expertise, professional development, technical assistance, advocacy and outreach to its members and the public.
ATIS	Alliance for Telecommunications Industry Solutions	A U.S.-based organization that is committed to developing and promoting technical and operations standards for the communications and related information technologies industry worldwide using a pragmatic, flexible and open approach. <a href="http://www.atis.org">www.atis.org</a>
ATP	Acceptance Test Plan	An Acceptance Test Plan (ATP) describes the acceptance testing process, such as the features to be tested, pass/fail criteria, approach to testing, checklists, roles and responsibilities, resource requirements and schedules.



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Acronym	Term	Definition
BCF	Border Control Function	Provides a secure entry into the ESInet for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the ESInet.
CAD	Computer-Aided Dispatch	A computer-based system that aids PSAP telecommunicators by automating selected dispatching and record-keeping activities.
CDR	Call Detail Record	The data information sent to the ALI computer by a remote identifying device.
CHaaS	Call Handling as a Service	Call Handling Equipment (CHE) provided as a service and delivered over the ESInet as opposed to a capital purchase in an own/operate model.
CHE	Call-Handling Equipment	The PSAP equipment needed to manage and handle the details of all communication from the caller. It includes the interfaces, devices and applications utilized by the Agents to handle the call.
CID	Caller ID	A telephone service, available in analog and digital telephone systems, including voice over IP (VoIP), that transmits a caller's telephone number to the called party's telephone equipment when the call is being set up.
CJIS	Criminal Justice Information Services	Serves as the focal point and central repository for criminal justice information services in the FBI. Programs initially consolidated under the CJIS Division included the National Crime Information Center (NCIC), Uniform Crime Reporting (UCR), and Fingerprint Identification. In addition, responsibility for several ongoing technological initiatives was transferred to the CJIS Division, including the Integrated Automated Fingerprint Identification System (IAFIS), NCIC 2000, and the National Incident-Based Reporting System (NIBRS). <a href="https://www.fbi.gov/about-us/cjis">https://www.fbi.gov/about-us/cjis</a>
CLEC	Competitive Local Exchange Carrier	See "Local Exchange Carrier".
CMIP	Common Management Information Protocol	OSI-specified network management protocol; models management information in terms of managed objects and allows modification and performing actions on the objects.
COOP	Continuity of Operations	A Continuity of Operations (COOP) plan will document how the organization, division or department will perform essential operations during an emergency situation.



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Acronym	Term	Definition
CPE	Customer Premises Equipment	Communications or terminal equipment located in the customer's facilities. (The 9-1-1 telephone equipment at the PSAP.)
CPN	Calling Party's Number	The call back number associated with a wireless telephone. The CPN may also be the Mobile Directory Number (MDN), Mobile Identification Number (MIN), a temporary call back number, a tracking number or ID number and may not support call back in all cases.
CSAA	Central Station Alarm Association	The CSAA, which historically monitored only fire and burglar alarms, is now known as <i>The Monitoring Association</i> , and now also monitors medical devices, access control and other non-emergency events. The Association advances the professional monitoring industry through education, advocacy and public safety relationships.
CSV	Comma-Separated Values	A comma-separated values (CSV) file is a delimited text file that uses a comma to separate values. Each line of the file is a data record.
DBMS	Database Management System	A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or Automatic Location Identification (ALI) for E9-1-1 systems. Also known as: DMS
DOJ	Department of Justice	The DOJ is responsible for the enforcement of law and administration of justice in the U.S.
DR	Disaster Recovery	The process of resuming normal operations following a disaster by regaining access to data, hardware, software, networking equipment, power, and connectivity.
ECD	Emergency Communications District	A group of public safety agencies.
ECRF	Emergency Call Routing Function	A functional element in an NGCS (Next Generation 9-1-1 Core Services) which is a LoST protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a Uniform Resource Identifier (URI) used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency. <ul style="list-style-type: none"> <li>• External ECRF: An ECRF instance that resides outside of an NGCS instance.</li> <li>• Internal ECRF: An ECRF instance that resides within and is only accessible from an NGCS instance.</li> </ul>



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Acronym	Term	Definition
	Egress	At the egress port on the NGCS solution, where it connects to the ESInet out to the PSAPs.
EIDD	Emergency Incident Data Document	The Emergency Incident Data Document (EIDD) provides a standardized, industry-neutral National Information Exchange Model (NIEM) conformant (XML-based) specifications for exchanging emergency incident information to agencies and regions that implement NG9-1-1 and Internet Protocol (IP) based emergency communications systems. Emergency incident information exchanges supported by the EIDD include exchanges between disparate manufacturers' systems located within one or more public safety agencies and with other incident stakeholders.
EIDO	Emergency Incident Data Object	A JSON-based (JavaScript Object Notation) object that is used to share emergency incident information between and among authorized entities and systems.
EOL	End-of-Life	A term used with respect to a product supplied to customers indicating that the product is in the end of its useful life (from the vendor's point of view), and a vendor stops marketing, selling, or rework sustaining it.
EOS	End-of-Support	A term used with respect to a product or service supplied to customers indicating that the manufacturer intends to end further support of the product or service.
ESIND	Emergency Services IP Network Design	A set of network design requirements necessary to ensure that ESInets meet industry standards for NG911 systems.
ESInet	Emergency Services IP Network	Managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG911 services.



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Acronym	Term	Definition
ESRP	Emergency Services Routing Proxy	An i3 <sup>9</sup> functional element that is a SIP proxy server; that the ESRP selects the next-hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to an NG911 PSAP. There may be one or more intermediate ESRPs between them. Originating ESRP: The first routing element within the NGCS. It receives calls from the BCF at the edge of the ESInet. Terminating ESRP: The last ESRP for a call in NGCS.
ESZ	Emergency Service Zone	A geographical area that represents a unique combination of emergency service agencies (e.g., law enforcement, fire/rescue, and emergency medical service) that is within a specified 911 governing authority's jurisdiction.
FCC	Federal Communications Commission	An independent U.S. government agency overseen by Congress, the Federal Communications Commission regulates interstate and international communications by radio, television, wire, satellite, and cable in all 50 states, the District of Columbia and U.S. territories.
GIS	Geographic Information System	A system for capturing, storing, displaying, analyzing, and managing data and associated attributes which are spatially referenced.
HELD	HTTP-Enabled Location Delivery	A protocol that can be used to acquire Location Information (LI) from a LIS within an access network as defined in IETF RFC 5985.
	Help Desk Availability	The time of day resources are available to answer calls from the PSAP or ASET to create trouble tickets and dispatch technicians.
HMI	Human-Machine Interface	The means through which a person interacts with an automated system/machine. A vehicle or an installation is sometimes referred to as the human machine interface.
HTTP	Hypertext Transfer Protocol	Typically used between a web client and a web server that transports HTML and/or XML.
i3	National Emergency Number Association's (NENA) designation for its Next Generation 911 (NG911) system specifications and definitions	NENA i3 introduces the concept of an Emergency Services IP network (ESInet), which is designed as an IP-based inter-network (network of networks) shared by all agencies which may be involved in any emergency.

<sup>9</sup> [https://www.nena.org/resource/resmgr/standards/NENA-STA-010.2\\_i3\\_Architectu.pdf](https://www.nena.org/resource/resmgr/standards/NENA-STA-010.2_i3_Architectu.pdf)

[Link operational as of June 16, 2020]



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Acronym	Term	Definition
i3 PSAP	A Public Safety Answering Point equipped with a call handling system capable of connecting to and receiving calls from an i3 NGCS call routing system.	NENA i3 introduces the concept of an ESInet, which is designed as an IP-based internetwork (network of networks) shared by all agencies that may be involved in any emergency. A PSAP that is capable of receiving IP-based signaling for delivery of emergency calls and for originating calls and is conformant to NENA-STA-010 and other specifications for such PSAPs.
IDS	Intrusion Detection System	An intrusion detection system is a device or software application that monitors a network or systems for malicious activity or policy violations. Any intrusion activity or violation is typically reported either to an administrator or collected centrally using a security information and event management system.
IDX	Incident Data Exchange	A Functional Element that facilitates the exchange of Emergency Incident Data Objects (EIDOs) among other Functional Elements both within and external to an agency. (Previously called "IDE")
IETF	Internet Engineering Task Force	Lead standard setting authority for Internet protocols.
ILEC	Incumbent Local Exchange Carriers	A telephone company that had the initial telephone company franchise in an area.
	Ingress	At the SIP interface on any LNG or LSRG, depending on the connection.
IoT	Internet of Things	A system of interrelated computing devices, mechanical and digital machines provided with unique identifiers and the ability to transfer data over a network without requiring human-to-human or human-to-computer interaction.
IP	Internet Protocol	The method by which data is sent from one computer to another on the Internet or other networks.
IPSR	Internet Protocol Selective Router	Routes calls based upon geospatial data, ensuring that all current and future call types—including text, multimedia, Voice over IP (VoIP), wireless, and landline—can be routed to the appropriate PSAP. Routing rules are defined in the solution, such as call delivery based upon the geography of an incoming call.
IS-ADR	Identity Searchable Additional Data Repository	An Additional Data Repository that provides a service that can search for Additional Data based on a sip/sips or tel URI: (e.g., Additional Data for the caller).



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Acronym	Term	Definition
ITSM	Information Technology Service Management	How IT teams manage the end-to-end delivery of IT services to customers. This includes all the processes and activities to design, create, deliver, and support IT services. The core concept of ITSM is the belief that IT should be delivered as a service.
KPI	Key Performance Indicator	A measurable value that demonstrates how effectively a company is achieving key business objectives. Organizations use KPIs at multiple levels to evaluate their success at reaching targets.
LATA	Local Access and Transport Area	The geographical areas within which a local telephone company offers telecommunications services.
LATA POI	Local Access and Transport Area – Point of Interconnection	The geographical areas within which a local telephone company offers telecommunications services and a physical demarcation between an originating carrier network and an NG9-1-1 network.
LDB	Location Database	The server that retains all of the current information, functionality, and interfaces of today’s ALI and can utilize the new protocols required in an NG911 deployment.
LEC	Local Exchange Carrier	A Telecommunications Carrier (TC) under the state/local Public Utilities Act that provides local exchange telecommunications services. Also known as: <ul style="list-style-type: none"> <li>• Incumbent Local Exchange Carriers (ILECs)</li> <li>• Alternate Local Exchange Carriers (ALECs)</li> <li>• Competitive Local Exchange Carriers (CLECs)</li> <li>• Competitive Access Providers (CAPs)</li> <li>• Certified Local Exchange Carriers (CLECs)</li> <li>• Local Service Providers (LSPs)</li> </ul>
LIS	Location Information Server	A functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device). A LIS can provide Location-by-Reference, or Location-by-Value, and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint, for example an IP address, circuit-ID or Media Access Control (MAC) address and returns the location (value or reference) associated with that identifier. The LIS is also the entity that provides the dereferencing service, exchanging a location reference for a location value.
LNG	Legacy Network Gateway	A NG9-1-1 Functional Element that provides an interface between a non-IP originating network and a Next Generation Core Services (NGCS) enabled network.



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Acronym	Term	Definition
LoST	Location-to-Service Translation	A NG9-1-1 Functional Element that provides an interface between a non-IP originating network and a Next Generation Core Services (NGCS) enabled network.
LPG	Legacy PSAP Gateway	A signaling and media interconnection point between an ESI-net and a legacy PSAP. It plays a role in the delivery of emergency calls that traverse an i3 ESI-net to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency calls between legacy PSAPs and NG9-1-1 PSAPs. The Legacy PSAP Gateway supports an IP (i.e., SIP) interface towards the ESI-net on one side, and a traditional MF or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other.
LNG	Legacy Network Gateway	An NG9-1-1 Functional Element that provides an interface between a non-IP originating network and a Next Generation Core Services (NGCS) enabled network.
LSRG	Legacy Selective Router Gateway	Provides an interface between a 9-1-1 Selective Router and an ESI-net, enabling calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.
LTE	Long-Term Evolution	A standard for wireless communication of highspeed data for mobile phones and data terminals developed by the 3rd Generation Partnership Project (3GPP).
LVF	Location Validation Function	A functional element in an NGCS that is a LoST protocol server where civic location information is validated against the authoritative GIS database information.
MIS	Management Information System	A program that collects, stores, and collates data into reports enabling interpretation and evaluation of performance, trends, traffic capacities, etc.
ML	Machine Learning	Machine learning is the study of computer algorithms that improve automatically through experience. It is seen as a subset of artificial intelligence.
MLTS	Multiline Telephone System	A system comprised of common control unit(s), telephone sets, control hardware and software and adjunct systems used to support the capabilities outlined herein. This includes network and premises-based systems. E.g., Centrex, VoIP, as well as PBX, Hybrid, and Key Telephone Systems (as classified by the FCC under Part 68 Requirements) and includes systems owned or leased by governmental agencies and non-profit entities, as well as for profit businesses.



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Acronym	Term	Definition
MOP	Method of Procedure	A step-by-step guideline for completing a project.
MOS	Mean Opinion Score	A measure used in the domain of Quality of Experience and telecommunications engineering, representing overall quality of a stimulus or system. It is the arithmetic mean over all individual values on a predefined scale that a subject assigns as an opinion on the performance of a system quality. Such ratings are usually gathered in a subjective quality evaluation test, but they can also be algorithmically estimated.
MPP	Master Project Plan	The detailed project plan that specifies the project's scope, cost, schedule, activities, and resources.
MRC	Monthly Recurring Charge	A charge set to recur automatically each billing month.
MSAG	Master Street Address Guide	A database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 911 calls. Tabular reference for address validation in the current 911 system. Defines all possible addresses within a jurisdiction.
MSRP	Message Session Relay Protocol	A standardized mechanism for exchanging instant messages using SIP where a server relays messages between user agents.
NENA	National Emergency Number Association	Standards body for 911 and NG911.
NENA i3	See i3 above	
NERC	North American Electric Reliability Corporation	A not-for-profit international regulatory authority whose mission is to assure the effective and efficient reduction of risks to the reliability and security of the electric grid.
NG911	Next Generation 911	An Internet Protocol (IP)-based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency service organizations.

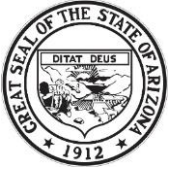


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Acronym	Term	Definition
NGCS	Next Generation Core Services	The base set of services needed to process a 9-1-1 call on an ESInet. Includes the ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate. See Emergency Services IP Network.
NG-SEC	Security for Next Generation 911	Short name for NENA Standard 75-001, <i>Security for Next-Generation 9-1-1 (NG-SEC)</i> .
NIEM	National Information Exchange Model	A community-driven, standards-based, national model for structured information sharing. <a href="http://www.niem.gov">www.niem.gov</a>
NIST	National Institute of Standards and Technology	A part of the United States Department of Commerce that oversees the operation of the U.S. National Bureau of Standards. NIST works with industry and government to advance measurement science and to develop standards in support of industry, commerce, scientific institutions, and all branches of government. Their mission is to promote innovation and industrial competitiveness. <a href="http://www.nist.gov">www.nist.gov</a>
NOC	Network Operations Center	A centralized location where IT support technicians can supervise, monitor, and maintain client networks.
NORS	Network Outage Reporting System	System used by the FCC for communications providers to report significant network outages.
	Notification Time	The interval between recognition of an issue and communication to the reporting party of the issue.
NRC	Non-recurring Charge	A one-time charge by a vendor for a specific cost.
NSI	Non-Service Initiated	A mobile device for which there is no valid service contract with any CMRS provider. As such, NSI devices have no associated subscriber name and address, do not provide a call-back number, and may not provide location.
NTP	Network Time Protocol	A networking protocol for clock synchronization between computer systems over packet-switched, variable-latency data networks.
OSP	Originating Service Provider	A communications provider that allows its users or subscribers to originate 911 voice or nonvoice messages to a PSAP. This includes but is not limited to wireline, wireless and VoIP services.
pANI	Pseudo automatic number identification	A telephone number used to support routing of wireless 911 calls.
PCA	PSAP Credentialing Agency	The root authority designated to issue and revoke security credentials (in the form of an X.509 certificate) to authorized 911 agencies in an i3-compliant infrastructure.

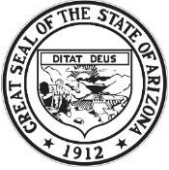


# Request for Proposal

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 NG911 Call-Handling Equipment (CHE)

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Acronym	Term	Definition
PIDF-LO	Presence Information Data Format Location Object	Provides a flexible and versatile means to represent location information in a SIP header using an XML schema.
PIF	Protocol Interworking Function	That functional component of a Legacy Network Gateway (LGN) or Legacy PSAP Gateway that interworks legacy PSTN signaling such as ISUP or CAMA with SIP signaling.
POI	Point of Interconnection	A Physical Demarcation between an originating carrier network and an NG9-1-1 network.
PRF	Policy Routing Function	That functional component of an Emergency Services Routing Proxy (ESRP) that determines the next hop in the SIP signaling path using a policy.
PRR	Policy Routing Rule	Rules established for forwarding and routing data packets based on defined policies.
PSAP	Public Safety Answering Point	The entity responsible for receiving 911 calls and processing those calls according to a specific operational policy.
PSTN	Public Switched Telephone Network	The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.
QoS	Quality of Service	As related to data transmission a measurement of latency, packet loss and jitter.
RBH	Regular Business Hours	The hours that an organization has individuals staffed to take calls, generally 8 am to 5 pm Central and Eastern; depending on the location of the end site.
	Response Time	The interval between a trouble ticket being created and when a qualified resource is actively involved in addressing issues recorded in a trouble ticket.
	Repair Time	The interval between a trouble ticket being created and the technology issue being resolved, or an acceptable workaround is in place, and all functions have been restored to normal.
REST	Representational State Transfer	An interface that transmits domain-specific data over HTTP without an additional messaging layer such as simple object access protocol (SOAP) or session tracking via HTTP cookies.
RFC	Request for Comments	A request for document review by interested parties after a drafting committee/group has drafted a document.
RFO	Reason for Outage	A document provided by a vendor that provides details about an interruption in service.



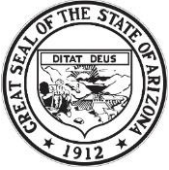
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Acronym	Term	Definition
RFP	Request for Proposals	A document that solicits proposal, often through a bidding process, by an agency or company interested in procurement of a commodity, service, or valuable asset, to potential suppliers.
RTP	Real-time Transport Protocol	<b>An Internet Protocol standard that specifies the way programs manage the real-time transmission of multimedia data over unicast or multicast network services.</b>
RTT	Real-Time Text	Text transmission that is character at a time, as in TTY.
SBC	Session Border Control	A commonly available functional element that provides security, NAT traversal, protocol repair and other functions to VoIP signaling such as SIP. A component of a Border Control Function.
SI	Spatial Interface	A standardized interface between the GIS and the functional elements that consume GIS data, such as the ECRF and/or LVF.
SIP	Session Initiation Protocol	A protocol specified by the Internet Engineering Task Force (IETF) (RFC3261) that defines a method for establishing multimedia sessions over the internet. Used as the call-signaling protocol in VoIP, NENA i2 and NENA i3.
SIPREC	Session Recording Protocol	An open SIP-based protocol for call recording.
SLA	Service Level Agreement	A contract between a service provider (either internal or external) and the end user that defines the level of service expected from the service provider. SLAs are output-based in that their purpose is specifically to define what the customer will receive.
SLR	Service Level Requirement	Collection of requirements that is gathered by the IT service provider detailing the service requirements with respect to description of the service, availability, capacity, continuity, service level objectives, service level targets, suppliers needed, roles and responsibilities needed. <sup>10</sup>
SMS	Short Messaging Service	A text messaging service component of most telephone, internet and mobile device systems.
SNMP	Simple Network Management Protocol	A protocol used for managing devices on an IP network.
SOC	Security Operations Center	A centralized unit that deals with security issues on an organizational and technical level.

<sup>10</sup> <https://www.itil-docs.com/it-service-level-requirements-template/>

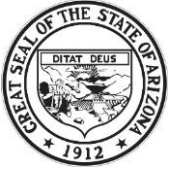


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Acronym	Term	Definition
SQL	Structured Query Language	A language used in programming and designed for managing data held in a relational database management system.
SR	Selective Router	The Central Office that provides the tandem switching of 9-1-1 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer, and certain maintenance functions for each PSAP. Also known as Enhanced 911Control Office or 911 Tandem.
SSAE 16	Standards for Attestation Engagements Number 16	A deprecated auditing standard for service organizations, produced by the American Institute of Certified Public Accountants.
	System Availability	The percentage of time service is available; measured on a per-PSAP basis.
TCC	Text Control Center	A set of functions to interface between a carrier-originated wireless 911 text user and the PSAP environment. The TCC uses some of the functions of core NG9-1-1 system design, with additional specialized functionality to meet the needs of SMS text-to-9-1-1. When TCCs from different vendors are able to interoperate with each other, PSAPs can connect to multiple carriers through a single TCC.
TDD	Telecommunications Device for the Deaf	Text-based telecommunications equipment used by a person who does not have enough functional hearing to understand speech, even with amplification.
TDM	Time Division Multiplexing	A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.
TDoS	Telephone Denial of Service	Illegal attacks targeting the telephone network by generating numerous 911phone calls, tying up the network and preventing an agency from receiving legitimate calls.
TIA	Telecommunications Industry Association	A lobbying and trade association, the result of the merger of the USTA (United States Telephone Association) and the EIA (Electronic Industries Association).
TTY	Teletypewriter	A teleprinter, an electronic device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.
TVSS	Transient Voltage Surge Suppression	Devices designed to protect critical PSAP equipment from transients induced on powering and data/signal/telecommunications conductors.



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Acronym	Term	Definition
UI	User Interface	The means by which the user and computer system interact.
UPS	Uninterruptible Power Supply	An electrical apparatus that provides emergency power to a load when the input power source or main power fails.
URI	Uniform Resource Identifier	An identifier consisting of a sequence of characters that enables uniform identification of resources via a set of naming schemes.
URN	Uniform Resource Name	A type of URI. Uniform Resource Names (URNs) are intended to serve as persistent, location independent, resource identifiers and are designed to make it easy to map other namespaces (which share the properties of URNs) into URN-space.
VoIP	Voice over Internet Protocol	Telephone service provided through the internet rather than traditional telephone lines. This includes FIOS™, cable service such as Comcast and Time Warner, and purchased devices like Ooma, Google Voice, or Magic Jack.
VPN	Virtual Private Network	A network implemented on top of another network, and private from it, providing transparent services between networks or devices and networks. VPNs often use some form of cryptographic security to provide this separation.
XML	eXtensible Markup Language	An internet specification for web documents that enables tags to be used that provide functionality beyond that in Hyper Text Markup Language (HTML). In contrast to HTML, XML has the ability to allow information of indeterminate length to be transmitted to a PSAP call taker or dispatcher versus the current restriction that requires information to fit the parameters of pre-defined fields.

End of Section 2-A



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## Section 2-B: Pricing Document

### 1.0 Compensation

#### 1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

### 2.0 Pricing

2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachments/Exhibits titled ATTACHMENT 4\_PRICING\_BPM003444\_NG911\_CHE.XLSX to this Pricing Document, 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-ALL-INCLUSIVE:**

2.2.1 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.

2.2.2 Pricing Structure for Call Handling – In order to stabilize State 911 Program budgeting, make pricing more predictable, and save Offerors the effort of individually pricing all 83 PSAPs in Arizona, ASET requests that Offerors provide **per-position pricing** for both their CHaaS and CHE proposals. ASET's preference is either for a fixed per-position price, regardless of the number of positions (typically used for CHaaS) OR a tiered per-position pricing structure, as follows:

**Tier 1:** 2 to 5 positions = \$W per position

**Tier 2:** 6 to 20 positions = \$X per position

**Tier 3:** 21 to 50 positions = \$Y per position

**Tier 4:** 51 or more positions = \$Z per position



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**\*\*\* NOTE \*\*\*** For the purposes of this pricing proposal, CHE vendors may assume that every PSAP will have redundant broadband connections to the statewide ESInet and that all 911 calls will be delivered via the ESInet (i.e., no LPG will be needed) at the time of CHE deployment.

2.2.3 Optional Pricing for Call Location Mapping in Call Handling Solution – As mentioned in the Call Handling section of the Scope of Work (above), ASET is interested in providing a call location mapping capability to all PSAPs that is completely integrated into the call-handling application. If such capability is not an included, no-additional-charge, feature of the proposed call-handling solution(s), Offeror is asked to provide separate, optional pricing for such an add-on. Such pricing should NOT be “baked-in” to the solution price for all PSAPs if it is normally sold as an optional, for-fee feature.

2.3 PRICE INCREASES:

2.3.1 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.

- (a) Initial Contract prices will be honored for one year after award of Contract.
- (b) 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.
- (c) All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

2.4 PRICE REDUCTIONS:

2.4.1 Price reductions shall be immediately passed along to the State and may be submitted in writing to the State for consideration at any time during the Contract period. The Contractor shall offer the 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:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6 TRAVEL.

2.6.1 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. The 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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### 3.0 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.

### 4.0 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:

Item	Required
Bill-to name and address	■
Contractor name and contact information	■
Remit-to address	■
State contract number	■
Order number (typically the State’s e-Procurement System PO #)	■
Invoice number and date	■
Date the items shipped or services performed	■
Applicable payment terms	■
Contract line item number	■
Contract line item description	■
Quantity delivered or performed	■
Line item unit of measure	■
Item price	■
Extended pricing	■
Discount off list or catalog	■
Taxes ( <i>as a separate invoice line item</i> )	■
Upcharge shipping/freight, etc. ( <i>as a separate invoice line item</i> )	Materials only
Total invoice amount due	■

- 4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Order;
  2. Expediting, overtime, premiums, or upcharges absent State’s express prior approval; or
  3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.



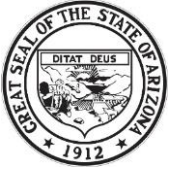
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- 4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 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.
- 4.6 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.
- 4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
  - (b) do not reference the correct State contract number; or
  - (c) are payable to any Person other than the Contractor.
- 4.6.3 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.

## 5.0 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.
- 5.3 RECOVERY OF OVER-PAYMENT. 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 over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 PAYMENTS 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 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, 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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**6.0 Exhibits to the Pricing Document**

None.

End of Section 2-B



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## Section 2-C: Special Terms and Conditions

*The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. 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.*

### 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- |      |   |   |
|------|---|---|
| 1.1  | <u>Acceptance</u>                               | “Acceptance” means the document headed “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  | <u>Accepted Offer</u>                           | If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.<br>If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.<br>If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.  |
| 1.3  | <u>Arizona Procurement Code; A.R.S.; A.A.C.</u> | “Arizona Procurement Code, “A.R.S.,” and “A.A.C.” are each defined in the <u>Instructions to Offerors</u> .   |
| 1.4  | <u>Arizona TPT</u>                              | “Arizona TPT” means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:<br><a href="https://www.azdor.gov/business/transactionprivilegetax.aspx">https://www.azdor.gov/business/transactionprivilegetax.aspx</a>   |
| 1.5  | <u>Attachment</u>                               | “Attachment” means any item that: <ol style="list-style-type: none"> <li>1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);</li> <li>2. was attached to an Offer when submitted; and</li> <li>3. was included in the Accepted Offer.</li> </ol>  |
| 1.6  | <u>Pricing Document</u>                         | “Pricing Document” means <u>Section 2-B of Part 2 of the Solicitation Documents</u> , 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  | <u>Contract Amendment</u>                       | “Contract Amendment” means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.   |
| 1.8  | <u>Contract Terms and Conditions</u>            | “Contract Terms and Conditions” means the <u>Special Terms and Conditions</u> and these <u>Uniform Terms and Conditions</u> taken collectively.   |
| 1.9  | <u>Contractor</u>                               | “Contractor” means the Person identified on the Accepted Offer who has entered into the Contract with State.  |
| 1.10 | <u>Contractor Indemnitor</u>                    | “Contractor Indemnitor” means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.   |
| 1.11 | <u>Co-Op Buyer</u>                              | “Co-Op Buyer” means 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  |



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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 “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 IRS under section 501(c)(3) through 501(c)(6) of the tax code.

- 1.12 Eligible Agency If the Special Terms and Conditions indicates that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.
- 1.13 Indemnified Basic Claims “Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.14 Instructions to Offerors “Instructions to Offerors” is Section 3-A of Part 3 of the Solicitation Documents.
- 1.15 Order “Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an “Order”:
  - 1. “Release” or “Release Purchase Order” in The State’s e-Procurement System;
  - 2. “task order”, “service order,” or “job order” when a Release Purchase Order for Services has already been committed in The State’s e-Procurement System; or
  - 3. “purchase order” for buying by Co-Op Buyers, if co-op buying applies.
- 1.16 The State’s e-Procurement System “The State’s e-Procurement System” means 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 e-Procurement System – The Official State eProcurement System*.  
NOTE (1): Technical Bulletin No. 020 is available online at:  
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- 1.17 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 of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.18 State Indemnitees “State Indemnitees” means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.19 Subcontractor “Subcontractor” has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is “... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . .”The Contract is to be construed as “a contract with a state governmental unit” for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.20 Work “Work” means 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



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Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretation

### 2.1 Usage

Where the Contract:

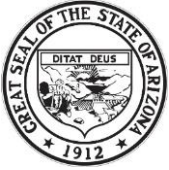
1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [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;
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(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition;
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
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
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

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.

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.

- (a) Contract Amendments;
- (b) the final Solicitation Documents, in the order:
  - (1) Special Terms and Conditions;
  - (2) Exhibits to the Special Terms and Conditions;



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- (3) Uniform Terms and Conditions;
  - (4) Scope of Work;
  - (5) Exhibits to the Scope of Work;
  - (6) Pricing Document;
  - (7) Exhibits to the Pricing Document;
  - (8) Specifications; and
  - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

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.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

## 3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years **unless cancelled, terminated, or permissibly extended.**

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one 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 seven (7) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

- (a) 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 The State's e-Procurement System Vendor Profile; and
- (b) 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:

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the State's e-Procurement System Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

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- 3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.
- 3.4 Signing of Contract Amendments Contractor’s counter-signature – or “approval” in The State’s e-Procurement System, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either:
1. extension of the term of the Contract within the maximum aggregate term;
  2. revision to Procurement Officer appointment or contact information; or
  3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.
- In every case other than those listed in (1), (2), and (3) above, both parties’ signature – or “approval” in The State’s e-Procurement 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 Systems, 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. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and 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.
- 3.6.3 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 Contractor Licenses Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.
- 3.8 Inspection and Testing By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that



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might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

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

- (a) “Government Purpose Rights” are:
  - i. 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;
  - ii. the right to release or disclose that work product to third parties for any State government purpose; and
  - iii. 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.
- (b) “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.

3.9.2 JOINT DEVELOPMENTS. The parties 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.

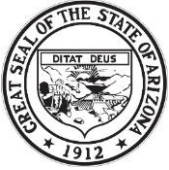
3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above,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

- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- (c) 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.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract 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 Subcontracts

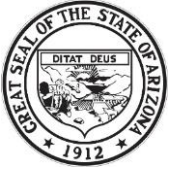
3.10.1 INITIAL LIST. At the time of Contract execution, Contractor’s candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer’s advance consent for Contractor to enter 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.



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- 3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer’s written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C 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.
- 3.10.3 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 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.
- 3.11 Offshore Performance of Certain Work Prohibited  
 Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.
- 3.12 Orders
  - 3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
  - 3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
  - 3.12.3 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.
  - 3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer’s signature on the Acceptance is Contractor’s authorization to perform and therefore no Order is required: (a) the Contract is identified as being a “single-agency/single-project” contract and (b) the Contract was created in The State’s e-Procurement System as something other than a “Master/ Blanket” type.
  - 3.12.5 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.



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3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

- 3.13 Provisions for Statewide Contracts:
- Co-Op Usage
  - Eligible Agencies
  - Quarterly Reporting

The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and 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 “statewide” contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a “delivery order” sub-type of ID/IQ contract to the extent the Work is Materials, and a “task order” sub-type to the extent the Work is Services.

**Co-Op Usage**

1. Contractor shall verify if an ordering entity is a bona fide 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/procurement-services/cooperative-procurement/state-purchasing-cooperative>
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 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. 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 1%. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:  
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each 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.

**Eligible Agencies – Orders**

Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either:

- (a) “Approving” the Order electronically in The State’s e-Procurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or,
- (b) “Rejecting” the Order electronically in The State’s e-Procurement 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 Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 (Orders are Obligatory).

Unless and until Contractor has approved the Order in the State’s e-Procurement 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



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Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically In The State’s e-Procurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State’s e-Procurement System and if it does so the rejection will be void.

### Quarterly Usage Reports

Contractor shall submit to State a *Quarterly Usage Report* documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted, even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. 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 State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a “Release Purchase Order” in The State’s e-Procurement 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:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
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. As described in (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.
4. As described in (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.

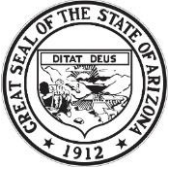
When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State’s employees and such other vendors 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, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State’s or other vendors’ performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 **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



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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.

3.16.2 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 and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

## 4.0 Costs and Payments

### 4.1 Payments

4.1.1 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 Document, 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 become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and 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 Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State’s e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise 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.

### 4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona 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 (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, 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.

4.2.2 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.

## 5.0 Contract Changes

### 5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract’s general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.



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5.2 Assignment and Delegation

- 5.2.1 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.
- 5.2.2 IN PART. Subject to paragraph 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 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 laws.

**6.0 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 Contractor Insurance

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

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

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

**1. Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage personal injury 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 name 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.



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- 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.

**2. Business Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed, as required by this written agreement, to name the State of Arizona, and its departments, agencies, boards, commissions, universities and its 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, leased, 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. Worker's Compensation and Employers' Liability**

Workers' Compensation.....	Statutory
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/Independent Contractor).

**4. Technology Errors & Omissions Insurance – Required as applicable to the services provided.**

Each Claim	\$ 2,000,000
Annual Aggregate	\$ 2,000,000

- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

**5. Network Security (Cyber) and Privacy Liability – Required as applicable to the services provided.**

Each Claim	\$ 2,000,000
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Annual Aggregate \$ 2,000,000

- a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. The policy shall be endorsed, as required by this written agreement, to name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

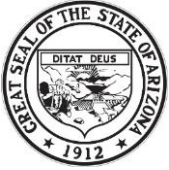
**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

**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 that a policy 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 Procurement Office.

**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.

**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.



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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.
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. All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. 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, certified copies of all insurance policies required by this Contract at any time.

**SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured 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 this contract, proof from the Contractor that its subcontractors have the required coverage.

**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.

**EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

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 "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement 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, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

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.

6.4 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



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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:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
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;
3. State may elect to participate in such action at its own expense; and
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 paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly 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 authorities, and, subject to paragraph 7.6 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party  
Antitrust  
Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

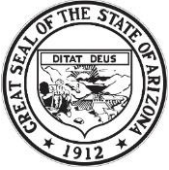


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## 7.0 Warranties

- 7.1 Conformity to Requirements Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (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 Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.
- 7.2 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 certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.3 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.
- 7.4 Licenses and Permits Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.
- 7.5 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 5.32 [*Assignment and Delegation*] that expressly recognizes the event.
- 7.6 Performance in Public Health Emergency Contractor warrants that it will:
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: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
  2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*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.
- For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.
- 7.7 Lobbying
- 7.7.1 PROHIBITION.
- (a) Contractor warrants that:
- i. it will not engage in lobbying activities, as defined in 40 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



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duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. 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.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph 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.

7.8 Survival of Warranties All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

## 8.0 State's Contractual Remedies

8.1 No modifications to uniform terms and conditions section.

## 9.0 Contract Termination

9.1 No modifications to uniform terms and conditions section.

## 10.0 Contract Claims

10.1 Claim Resolution Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2 Mandatory Arbitration In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

## 11.0 General Provisions for Materials

11.1 Applicability Article 11 applies to the extent the Work is or includes Materials.

11.2 Off-Contract Materials Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or 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 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3 Compensation for Late Deliveries Contractor shall have clear, published policies in place regarding late delivery, order cancelation, 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.

11.4 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).



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- 11.5 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.
- 11.6 Maintain Comprehensive Selection Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
- 11.7 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 catalogs and price lists and make them 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 must 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 at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
- 11.8 Discounted Products If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them 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 the 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.
- 11.9 Forced Substitutes Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 11.10 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 the State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.



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11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller’s dock) Incoterms®2010, with “seller’s dock” meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to “F.o.b. Origin, Contractor’s Facility” under [FAR 52.247-30](#).

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor’s liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to “F.o.b. Destination, Within Consignee’s Premises” under [FAR 52.247- 35](#).

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller’s dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

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;
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;
3. if the Contract is for statewide 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
4. if the Contract is for unrestricted statewide use, then:
  - (a) Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
  - (b) 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,
  - (c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.



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11.14 Conditions at  
Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. 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 will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Acceptance of  
Materials

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will 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.

11.16 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.

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.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
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.



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11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, 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 paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18 Order Cancellations

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

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 plus one (1) additional business day;
2. reimburse Contractor for:
  - (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
  - (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day 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; and,
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order.

11.19 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 and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "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.

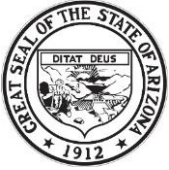


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**12.0 General Provisions for Services**

- 12.1 Applicability Article 12 applies to the extent the Work is or includes Services.
- 12.2 Comprehensive Services Offering Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
- 12.3 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 if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists 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 must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
- 12.4 Off-Contract Services Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, “off-contract service” refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded service” refers to any service expressly excluded from the scope of the Contract.
- 12.5 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 them with other personnel having equivalent qualifications, experience, and capabilities.
- 12.6 Transitions During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State’s operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State’s representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 12.7 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 will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 12.8 Requirements at Services Location Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside



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an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

**12.9 Services Acceptance**

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

**12.10 Corrective Action Required**

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails 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.

1. Contractor shall provide to 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).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

**13.0 Data and Information Handling**

**13.1 Applicability**

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

**13.2 Data Protection and Confidentiality of Information**

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and



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2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person’s individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State’s designated representative.

**13.3 Personally Identifiable Information.**

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information (“PII”) belonging to State’s employees’ or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information*, January 3, 2017; and
2. “protect” means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://dpcl.d.defense.gov/Privacy/Authorities-and-Guidance/>

NOTE (2): For convenience of reference only, the GSA directive is available at:

[https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)

**13.4 Protected Health Information**

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information (“PHI”) and electronic PHI (“ePHI”) as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (c) State’s current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular “Business Associate Agreements” in accordance with the Privacy Rule.

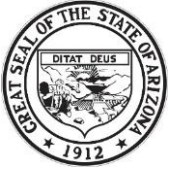
NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

**14.0 Information Technology Work**

**14.1 Applicability**

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for “Information Technology,” as defined in A.R.S. § 41-3501(6) 6: “. . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects” if and to the extent that the Work is or includes Information Technology.



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14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

- 14.3.1 **SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

- 14.4.1 **INDEMNITY FROM THIRD PARTY.** For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 14.4.2 **NOTIFY OF CLAIMS.** State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- (a) State reserves the right to elect to participate in the action at its own expense;
  - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
  - (c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.



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14.6 Redress of  
Infringement.

- 14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:
- (a) replace any infringing items with non-infringing ones;
  - (b) obtain for State the right to continue using the infringing items; or
  - (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
- 14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:
- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
  - (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
  - (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.
- 14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
  - (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
  - (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability  
Limitation

- 14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.
- 14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:
- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
  - (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
  - (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 14.7.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.



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14.7.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured’s ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State’s inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State’s remedy for breach of warranty under paragraph 14.8 includes, at State’s discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor’s payment of State’s additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any “cloud” solution that hosts State data outside of the State’s network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation



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supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Section 2-C



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Section 2-D:  
**Uniform Terms and Conditions**

*Version: 9 (7/1/2013)*

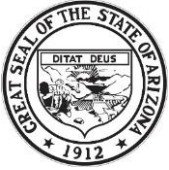
**1.0 Definition of Terms**

As used in the Contract, the terms listed below are defined as follows:

- 1.1 Attachment "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
- 1.2 Contract "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 Contract Amendment "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 "Contractor" means any Person who has a Contract with the State.
- 1.5 Days "Days" means calendar days unless otherwise specified.
- 1.6 Exhibit "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 Gratuity "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 Materials "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 Procurement Officer "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 Services "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor 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." Services includes Building Work and the service aspects of software described in paragraph 1.8.
- 1.11 State "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.12 State Fiscal Year "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.13 Subcontract "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

**2.0 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



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

## 3.0 Contract Administration and Operation

- 3.1 Records Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
  
- 3.2 Non-Discrimination The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
  
- 3.3 Audit Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
  
- 3.4 Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance 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



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stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

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

## 4.0 Costs and Payments

- 4.1 Payments      Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.



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- 4.2 Delivery Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law
- 4.4 Availability of Funds for the Next State fiscal year Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the Current State fiscal year Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the Contractor;
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements

## 5.0 Contract Changes

- 5.1 Amendments This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6.0 Risk and Liability

- 6.1 Risk of Loss The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
  - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be



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indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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

6.3 Indemnification – Patent and Copyright

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

6.4 Force Majeure

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

6.4.2. Force Majeure shall **not** include the following occurrences:

- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition;  
or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

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

6.5 Third Party Antitrust Violations

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



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

**8.0 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.



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- 8.3 Non-exclusive Remedies                      The rights and the remedies of the State under this Contract are not exclusive.
  
- 8.4 Nonconforming Tender                      Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
  
- 8.5 Right of Offset                      The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9.0 Contract Termination**

- 9.1 Cancellation for Conflict of Interests                      Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
  
- 9.2 Gratuities                      The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
  
- 9.3 Suspension or Debarment                      The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
  
- 9.4 Termination for Convenience                      The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
  
- 9.5 Termination for Default                      9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.



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

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

9.6 Continuation of Performance Through Termination

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

## 10.0 Contract Claims

10.1 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.

## 11.0 Arbitration

11.1 Arbitration

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

## 12.0 Comments Welcome

12.1 Comments Welcome

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

End of Section 2-D

End of Part 2



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# Attachment 5-B: Conformance Statements

(WHEN TAKING EXCEPTIONS, ATTACHMENT 5-B AND SUPPLEMENTS MUST BE UPLOADED AS A SEPARATE WORD DOC. FILE TITLED "ATTACHMENT 5-B".)

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

### CONFORMANCE TO THE INSTRUCTIONS: (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies.
- NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1.**

### CONFORMANCE TO THE SCOPE OF WORK AND PRICING DOCUMENT: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2.**

### CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3.**





ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 3-A: Instructions to Offerors		
None.	None.  None.	None.

AT&T Corp.

Company Name

Signature of Person Authorized to Sign





ATTACHMENT 5-B Supplement No. 2:  
 Exceptions to Scope of Work and Pricing

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-A: Scope of Work		
None.	None.  None.	None.
Section 2-B: Pricing Document		
2.0 Pricing	<p><b>States Response: Exception Rejected. 1.1 is necessary to support the pricing provided for the vendor's proposal for the term of this contract. Open to revisions (srike out 1.1.1) but will not Delete this section.</b></p> <p>2/23/21 State (Steven J.) has agreed to the following Language:1.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachments/Exhibits titled ATTACHMENT 4_PRICING_BPM002617_NG911ESInet_NGCS_CHE.XLSX to this Pricing Document, 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, within the State of Arizona under similar terms and conditions.</p> <p><del>1.1.1 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.</del></p> <p>1.1.2 If Contractor's Best Pricing under Section 1.1 above is for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to</p>	<p>1.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachments/Exhibits titled ATTACHMENT 4_PRICING_BPM002617_NG911ESInet_NGCS_CHE.XLSX to this Pricing Document, 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.</p> <p>1.1.1 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.</p> <p>1.1.2 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</p>





Attachment 5-B: Conformance Statements

	<p>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.</p>	<p>Pricing was first better than the Contract Pricing.</p> <p>1.1.3 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</p>
<p><b>4.0 Invoicing</b></p>	<p>Exception: AT&amp;T would delete this Section</p> <p>Rationale: AT&amp;T invoices are produced via automated systems. The form and/or process cannot accommodate specific requirements of any individual customer, nor can it be signed by an authorized representative</p> <p><b>STATE RESPONSE: Exception Accepted- understand this cannot be signed by authroized representative, but supporting information and documentation must be provided</b></p>	<p>4.5 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.</p>

AT&T Corp.

Company Name

Signature of Person Authorized to Sign





ATTACHMENT 5-B Supplement No. 3:  
 Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-C: Special Terms & Conditions		
<p><b>3.9 Ownership of Intellectual Property</b></p>	<p>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 product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.</p> <p>(a) “Government Purpose Rights” are:</p> <p>i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, 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 product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.</p> <p>(a) “Government Purpose Rights” are:</p> <p>i. 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;</p> <p>ii. the right to release or disclose that work product to third parties for any State government purpose; and</p> <p>iii. 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;</p>	<p>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 product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.</p> <p>(a) “Government Purpose Rights” are:</p> <p>i. 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;</p> <p>ii. the right to release or disclose that work product to third parties for any State government purpose; and</p> <p>iii. 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.</p> <p>(b) “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.</p> <p>3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or</p>





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	<p>such recipients being understood to include the federal government, the governments of other states, and various local governments.</p> <p>(b) "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.</p> <p>3.9.2 JOINT DEVELOPMENTS. The parties 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.</p> <p>3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials and all intellectual property 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:</p> <p>(a) any derivative works of such intellectual property and pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;</p> <p>(b) any elements of derivative work of such intellectual property and pre-existing material that was not created pursuant to the Contract are not part of that work product; and</p> <p>(c) 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 intellectual property and pre-existing materials.</p> <p>3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract 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.</p> <p>Raitionale: AT&amp;T is very protective of its intellectual property. These minimal edits are designed to ensure that we retain ownership of our IP.</p> <p>State Response: Approved minor edits and additional language</p>	<p>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.</p> <p>3.9.3 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:</p> <p>(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;</p> <p>(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and</p> <p>(c) 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.</p> <p>3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract 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.</p>
<p>x</p>	<p>Exception: 4.2.1 ADDITIONAL CHARGES AND <del>CONTRACTOR TO PAY ALL TAXES</del>. Sales to the State of Arizona are <del>is</del> subject to all applicable state and local transaction privilege taxes (TPT), unless otherwise</p>	<p>CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit.</p>





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	<p><del>exempt Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract unless otherwise exempt and Arizona TPT it is Contractor's responsibility (as seller) to remit TPT on such sales to the appropriate taxing authority. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any legal obligation to remit sales TPT or use taxes that are is due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein are exclusive of, and the buyer will pay, all current and future taxes (excluding those on Contractor's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from the buyer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of services, except to the extent the buyer provides satisfactory proof of a valid tax exemption prior to the delivery of the product or service. To the extent a buyer is required by law to withhold or deduct any applicable taxes from payments due to Contractor, the buyer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and the buyer will furnish Contractor with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that Contractor may claim any applicable credit 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. 4.2.2 TAX INDEMNITY. Contractor shall pay all hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local taxes applicable to its operations, including authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.</del></p> <p>Rationale: As written, this section would not allow AT&amp;T to make a recovery of TPT outside of the prices listed in the pricing document. AT&amp;T would not want to waive our right to collect the tax from the customer. We also prefer our promise to pay all taxes we owe over an actual indemnity to the state.</p>	<p>Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, 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.</p>
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	<p><b>State Response: Exception Accepted - language edits and struck out language.</b></p>	
<p><b>6.2 Contractor Insurance</b></p>	<p><b>Exception:</b>          Contractor shall and subcontractors shall endeavor to carry <del>procure and maintain</del> [REJECTED] until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements <del>herein are minimum requirements for this Contract and</del> in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.</p> <p><b>MINIMUM SCOPE AND LIMITS OF INSURANCE:</b>          Contractor shall provide coverage with limits of liability <del>not less than those</del> stated below.          1. Commercial General Liability (CGL) – ISO form CG 00 01 (or its equivalent) [REJECTED] Occurrence Form Policy shall include bodily injury, property damage personal injury and <del>broad form</del> 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 <del>required</del> 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 <del>to liability arising out of the activities performed by or on behalf of the Contractor</del> this Agreement. [REJECTED]</p>	<p>Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including until any warranty periods under this Contract have expired, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.</p> <p>The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.</p> <p><b>MINIMUM SCOPE AND LIMITS OF INSURANCE:</b>          Contractor shall provide coverage with limits of liability not less than those stated below.          1. Commercial General Liability (CGL) – Occurrence Form          Policy shall include bodily injury, property damage personal injury 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 name the State of Arizona, and its departments, agencies, boards,</p>





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	<p>b. <b>The required</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.</p> <p>2. Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000 <b>per accident [REJECTED]</b></p> <p>a. <b>The required</b> Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to <del>liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.</del> <b>this Agreement. [REJECTED]</b></p> <p>b. <b>The required</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.</p> <p>3. Worker's Compensation and Employers' Liability Workers' Compensation Statutory Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit \$1,000,000</p> <p>a. <b>To the extent allowed by law the required [REJECTED]</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 <del>for losses arising from work performed by or on behalf of the Contractor as respects this Agreement.</del> <b>[REJECTED]</b></p> <p>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</p>	<p>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.</p> <p>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.</p> <p>2. Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000</p> <p>a. Policy shall be endorsed, as required by this written agreement, to name the State of Arizona, and its departments, agencies, boards, commissions, universities and its 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, leased, hired and/or non-owned by the Contractor.</p> <p>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.</p> <p>3. Worker's Compensation and Employers' Liability Workers' Compensation Statutory Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit \$1,000,000</p> <p>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,</p>
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	<p>Proprietor/Independent Contractor).</p> <p>4. Technology Errors &amp; Omissions Insurance – Required as applicable to the services provided.</p> <p>Each Claim \$ 2,000,000</p> <p>Annual Aggregate \$ 2,000,000</p> <p>a. Such insurance shall cover <del>any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.</del></p> <p>b. <del>Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan. INTENTIONALLY OMITTED [REJECTED]</del></p> <p>c. In the event that the Tech E&amp;O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.</p> <p>5. Network Security (Cyber) and Privacy Liability – <del>Coverage under Contractor’s Technical Errors &amp; Omissions Insurance</del> Required as applicable to the services provided.</p> <p>Each Claim \$ 2,000,000</p> <p>Annual Aggregate \$ 2,000,000</p> <p>a. Such insurance shall include, <del>but not be limited to,</del> coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, <del>where insurable by law, [ACCEPTED] cyber extortion, [REJECTED]</del> computer program and electronic data restoration expenses coverage (data asset protection), <del>network business interruption, [REJECTED]</del> computer fraud coverage, <del>and funds transfer loss. [REJECTED]</del></p> <p>b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous</p>	<p>commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.</p> <p>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/Independent Contractor).</p> <p>4. Technology Errors &amp; Omissions Insurance – Required as applicable to the services provided.</p> <p>Each Claim \$ 2,000,000</p> <p>Annual Aggregate \$ 2,000,000</p> <p>a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.</p> <p>b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.</p> <p>c. In the event that the Tech E&amp;O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.</p> <p>5. Network Security (Cyber) and Privacy Liability – Required as applicable to the services provided.</p> <p>Each Claim \$ 2,000,000</p> <p>Annual Aggregate \$ 2,000,000</p> <p>a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties,</p>
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	<p>coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.</p> <p>c. <del>The policy shall be endorsed, as required by this written agreement, to name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor</del> <b>INTENTIONALLY OMITTED. [REJECTED]</b></p> <p>d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees <del>for losses arising from work performed by or on behalf of the Contractor under this Agreement. [REJECTED]</del></p> <p><b>ADDITIONAL INSURANCE REQUIREMENTS:</b> The policies shall include, or be endorsed to include, the following provisions:</p> <ol style="list-style-type: none"> <li>1. The Contractor's policies, as applicable, <del>shall stipulate that the insurance afforded the Contractor</del> <b>[REJECTED]</b> 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.</li> <li>2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.</li> </ol> <p><b>NOTICE OF CANCELLATION:</b> <del>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 that a policy 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 Procurement Office. Contractor shall provide the State of Arizona at least thirty (30) days prior written notice of cancellation or nonrenewal of any required coverage that is not replaced</del></p> <p><b>ACCEPTABILITY OF INSURERS:</b> Contractor's Insurance</p>	<p>cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.</p> <p>b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.</p> <p>c. The policy shall be endorsed, as required by this written agreement, to name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.</p> <p>d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.</p> <p><b>ADDITIONAL INSURANCE REQUIREMENTS:</b> The policies shall include, or be endorsed to include, the following provisions:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.</li> </ol> <p><b>NOTICE OF CANCELLATION:</b> Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be</p>
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	<p>shall be placed with companies <del>licensed</del> eligible 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.</p> <p><b>VERIFICATION OF COVERAGE:</b> 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. <del>The certificate(s) shall be completed and signed by the insured's broker. An authorized representative of the insurer shall sign the certificates by the insured to bind coverage on its behalf.</del></p> <ol style="list-style-type: none"><li>1. All such certificates of insurance and <del>required</del> 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.</li><li>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.</li><li>3. All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. <del>The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. [REJECTED, WILL DISCUSS]</del></li></ol> <p><b>SUBCONTRACTORS:</b> Contractors' certificate(s) shall include all subcontractors as insured 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 this contract, proof from the Contractor that its subcontractors have the required coverage.</p>	<p>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 that a policy 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 Procurement Office.</p> <p><b>ACCEPTABILITY OF INSURERS:</b> 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.</p> <p><b>VERIFICATION OF COVERAGE:</b> 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.</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>3. All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The</li></ol>
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	<p><b>APPROVAL and MODIFICATIONS:</b> The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverage's, or endorsements <del>throughout the once during the term</del> <b>life</b> of this contract <b>with sixty (60) days prior written notice to the Contractor</b>, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.</p> <p><b>EXCEPTIONS:</b> In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply <b>and the Contractor may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. [REJECTED]</b> Such public entity shall provide a Certificate of self- insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.</p> <p><b>Rationale:</b> Edited to reflect AT&amp;T insurance coverages and policies. AT&amp;T requests that our Risk Manager discuss these topics with the State's Risk Manager.</p> <p><b>States Response: SEE COMMENTS IN [BRACKETS] IN COLUMN B. ALL CHANGED NOT MARKED "REJECTED" ARE ACCEPTED.</b></p>	<p>State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.</p> <p><b>SUBCONTRACTORS:</b> Contractors' certificate(s) shall include all subcontractors as insured 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 this contract, proof from the Contractor that its subcontractors have the required coverage.</p> <p><b>APPROVAL and MODIFICATIONS:</b> 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.</p> <p><b>EXCEPTIONS:</b> In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply</p>
<p><b>6.3 Indemnification</b></p>	<p><b>Exception:</b> To the fullest extent permitted by law <b>and subject to and without waiver of all protections granted by law to the provider of 9-1-1 services</b>, 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 <del>or personal injury</del> (including death), or loss or damage to tangible <del>real or personal or intangible</del> property caused, or alleged to be caused, in whole or in part, by the <del>gross negligence negligent</del> or willful acts or</p>	<p>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,</p>





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	<p>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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement 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, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.</p> <p>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</p> <p><b>Rationale:</b> AT&amp;T has edited this to reflect protections afford to us.</p> <p><b>States Response and AT&amp;T agreement on 2/19/21:</b>  <b>Insertion of "and subject to and without waiver of all protections granted by law to the provider of 9-1-1 services," is ACCEPTED.</b>  <b>Deletion of "or personal injury" is REJECTED and should be stricken.</b>  <b>Addition of "real or personal" is ACCEPTED.</b>  <b>Deletion of "or intangible" is ACCEPTED.</b>  <b>Addition of "gross negligence" is REJECTED and should be stricken.</b>  <b>Deletion of "negligent" is REJECTED.</b></p>	<p>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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement 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, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.</p> <p>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.</p>
<p><b>6.4</b>  <b>Patent and Copyright Indemnification</b></p>	<p><b>Exception:</b> 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</p>	<p>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,</p>





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	<p>Services. <b>The obligation to indemnify shall not apply where the claimed infringement arises out of or results from: (a) the customer or a user’s content; (b) modifications to the Service by the customer or a third party not working on behalf of Contractor, or combinations of the Service with any non-Contractor services or products by customer or others outside of Contractor’s control; (c) Contractor’s adherence to customer’s written requirements; or (d) use of a Service in violation of this Agreement.</b></p> <p>With respect to the defense and payment of claims under this subparagraph:</p> <ol style="list-style-type: none"> <li>1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;</li> <li>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;</li> <li>3. State may elect to participate in such action at its own expense; and</li> <li>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.</li> </ol> <p>If Contractor is a public agency, this paragraph 6.4 does not apply.</p> <p><b>Rationale:</b> AT&amp;T has edited this section to protect itself against third party claims caused by the customer or user.</p> <p><b>States Response:: Consider the following modification to the added language: The obligation to indemnify shall not apply where the claimed infringement arises out of or results from: (a) the customer or a user’s content; (b) modifications to the Service by the customer or a third party not under Contractor’s control working on behalf of Contractor, or combinations of the Service with any non-Contractor services or products by customer or others outside of Contractor’s control; (c) Contractor’s adherence to customer’s written requirements; or (d) use of a Service in violation of this Agreement.</b></p> <p><b>RM 2/19/21: State accepts Contractor's language in Column B.</b></p>	<p>copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:</p> <ol style="list-style-type: none"> <li>1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;</li> <li>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;</li> <li>3. State may elect to participate in such action at its own expense; and</li> <li>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.</li> </ol> <p>If Contractor is a public agency, this paragraph 6.4 does not apply.</p>
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Attachment 5-B: Conformance Statements

<p><b>7.3</b> <b>Intellectual Property</b></p>	<p>Exception: AT&amp;T'S RESPONSE TO RFP SECTION 2-C, §7.3: AT&amp;T does not make this warranty but will agree to negotiate an IP indemnification provision to the agreement, with no damage cap.</p> <p>Rationale: Edited to reflect warranties that AT&amp;T is willing to provide.</p> <p><b>State Response: Agreement to the vendors rationale and will accept their offer to negotiate an IP indemnification provision to the agreement, with no damage cap</b></p>	<p>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.</p>
<p><b>14.7</b> <b>First Party Liability Limitation</b></p>	<p>Exception:14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited, <b>on an aggregate basis during any twelve (12) month period, to the greater of \$1,000,000 (one million dollars) or 2 (two) <del>3 (three)</del> times the total net charges under the Contract in the twelve (12) month time period during which the claim arose. purchase price of the specific Materials or Services giving rise to the claim</b></p> <p>PROVISOS. This paragraph 14.7 limits liability for first party direct, <b>indirect, incidental, special, punitive, and consequential</b> damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any: (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3; (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.(d) <b>purchasing entity's responsibility for the payment of all properly due charges under this Contract.14.7.3 EXCEPT AS SET FORTH IN SECTIONS 6 OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.14.7.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-</b></p>	<p>LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.</p> <p>14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:</p> <p>(a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;</p> <p>(b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or</p> <p>(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.</p> <p>14.7.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the</p>





	<p><del>agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.</del></p> <p>14.7.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not. A. Disclaimer of Liability. CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY PURCHASING ENTITY OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF PURCHASING ENTITY'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS. Rationale: AT&amp;T would edit this section as indicated and would add the Disclaimer of Liabilities as set forth above.</p> <p><b>States Response and AT&amp;T's on agreement 2/19/21:</b></p> <p><b>The following should be stricken from 14.7.1:</b>  <b>"Except in the case of a party's gross negligence or willful misconduct, neither party will be liable to the other party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation damages for lost profits, advantage, savings, or revenues or for increased cost of operations." (Note: redundant - identical language appears in 14.7.3)</b></p>	<p>aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.</p> <p>14.7.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.</p>
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	<p>The word "or" before 14.7.2(c) should be moved to the end of 14.7.2(c).            Final section "A. Disclaimer of Liability" is REJECTED and should be stricken.            All other changes ACCEPTED.</p>	
Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-D: Uniform Terms & Conditions		
<p><b>3.7</b>  <b>Property of the State</b></p>	<p>Exception:  <u>Property of the State.</u> Any <del>materials, including copies of reports ("Reports"), computer programs and other deliverables,</del> created under this Contract are the sole property of the State. The Contractor <del>is not entitled to a patent or grants to the State under Contractor's copyrights on those materials the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify the Reports for State's own internal purposes. For avoidance of doubt, "internal purposes" exclude public distribution, except as required by law, or resale to third parties and revenue generation purposes and may not transfer the patent or copyright to anyone else.</del> The Contractor shall not use or release these <del>materials reports for purposes unrelated to this Agreement</del> without the prior written consent of the State.</p> <p>Rationale:            Edited to reflect AT&amp;T policies regarding ownership of reports.</p> <p>State Response: State approves that added language for 3.7</p>	<p>Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.</p>
<p><b>3.8</b>  <b>Ownership of Intellectual Property</b></p>	<p>Exception: <del>Subject to Contractor's ownership of intellectual property and pre-existing materials under Section 3.9.3 (Pre-Existing Material), any <del>Any</del> and all</del> intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets, created or conceived <del>and delivered to the State by Contractor</del> pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona</p>	<p>Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire</p>





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	<p>requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. <b>Notwithstanding that this contract vests ownership of the Intellectual Property in the State, the Contractor and State will cooperate to execute any and all additional document(s) in the event doing so becomes necessary to further assure ownership of the Intellectual Property vests in the State. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract. Rationale: AT&amp;T is very protective of its intellectual property. These minimal edits are designed to ensure that we retain ownership of our IP..</b></p> <p><b>State Response: State will approve to the added language but does not agree to having the struck out language removed. The state will be notified within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s) that is relevant to the contract.</b></p> <p><b>Henry on 02/16: AT&amp;T agrees to withdraw strikethrough.</b></p>	<p>right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.</p>
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AT&T Corp.

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B

