

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN FENCE COMPANY OF ARIZONA, INC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (“City”), and American Fence Company of Arizona, Inc., an Arizona corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On February 1, 2024, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in Contract CTR069677 Fencing Materials and Installation Services (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

- A. As provided in Section 3 of Special Terms and Conditions of the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was February 1, 2024, until the date the contract terminates on January 31, 2025, unless the State extends the term at its discretion. The Cooperative Agreement may be extended in increments of one (1) or more months one or more times. The maximum aggregate term of the Cooperative Agreement cannot exceed 5 years. The initial period of this Agreement is the period from the Effective Date of this Agreement until January 31, 2025.
- B. The City may extend the term of this Agreement for the same term(s) as the Cooperative Agreement. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Six hundred thousand dollars (\$600,000) for the entire term of the Agreement (initial term plus any extensions).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Amy Moreno
6210 W. Myrtle Ave, Suite 111
Glendale, AZ 85301

and

American Fence Company of Arizona, Inc.
c/o Kip Garasha
2502 N. 27th Ave
Phoenix AZ 85009

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By:

Kevin R. Phelps
City Manager

“Contractor”

American Fence Company of Arizona, Inc.,
an Arizona corporation

By:



Name: Kip Garasha
Title: Regional Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN FENCE COMPANY OF ARIZONA, INC.**

**EXHIBIT A
STATE OF ARIZONA CONTRACT CTR069677 FENCING MATERIALS AND
INSTALLATION SERVICES**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN FENCE COMPANY OF ARIZONA, INC.**

**EXHIBIT B
Scope of Work**

The Scope of Work will include labor and materials for installation of fencing city-wide on an as-needed basis, as described in the State of Arizona Contract No. CTR069677, for construction or other industrial or safety use.

Katie Hobbs
Governor



Elizabeth Alvarado-Thorson
Cabinet Executive Officer
Executive Deputy Director

ARIZONA DEPARTMENT OF ADMINISTRATION

1400 W. WASHINGTON ST., SUITE B200
PHOENIX, ARIZONA 85007
(602) 542-1796

January 26, 2024

Sent via e-mail to: kip.garasha@americanfence.com

AMERICAN FENCE COMPANY OF ARIZONA, INC.

Kip Garasha, Regional Manager
2502 N. 27th Avenue
Phoenix, AZ 85009
(928) 772-6320

Re: Award of Contract CTR069677 Fencing Materials and Installation Services

Dear Mr. Garasha,

Thank you for submitting a response to Request for Proposals No. BPM005857. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on February 1, 2024.

The attached documentation is your fully executed contract and includes the following:

Award Letter
Executed Offer and Acceptance
Supplier Pricing Document
Supplier Proposal
BPM005857 Solicitation

Please return to me a current Certificate of Liability Insurance by **Friday, February 9, 2024**. On your certificate, please include: CTR069677 Fencing Materials and Installation Services.

Future work will be issued in the form of a Quote or Task Order. You are cautioned not to begin any work under the contract until you have been issued a purchase order or written notice to proceed.

We look forward to working with you and if you have any questions regarding your company's contract, please contact me at crista.clevenger@azdoa.gov or (602) 489-9116.

Sincerely,

A handwritten signature in blue ink, appearing to read "Crista J. Clevenger".

Crista J. Clevenger
GSD Construction Procurement Manager



Request for Proposal
Solicitation No. BPM005857
FENCING MATERIALS AND INSTALLATION
SERVICES

Arizona Department of Administration
 General Services Division
 1400 W Washington St. Ste. B200
 Phoenix, AZ 85007

Attachment 1 – Offer and Acceptance Form

SUBMISSION OF OFFER: The undersigned hereby offers and agrees to provide fencing materials and installation services in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer indicated by the latest dated version below:

Initial Offer:	1/08/24			
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:				
	Date	Signature		

American Fence Company of Arizona, Inc.

Offeror company name

2502 N. 27th Avenue

Address

Phoenix, AZ 85009

City, State, ZIP

86-0114441 / 07-030948 / 16349 & 069389

EIN/TPT NUMBER / ROC LICENSE NUMBER (IF APPLICABLE)

Signature of person authorized to sign Offer

Kip Garasha, Regional Manager

Printed name and Title

Kip Garasha, Regional Manager

Contact name and Title

kip.garasha@americanfence.com

928-772-6320

Contact email address

Contact phone number

- Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
- 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;
- Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
- Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with A.A.C. R2-7-C310;
- Did not and will not involve collusion or other anti-competitive practices; and
- Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the Materials or Services listed by the attached Contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

The Contract shall henceforth be referred to as Contract No. **CTR069677**

The effective date of the Contract is **February 1, 2024**

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives purchase order, contract release document, or written notice to proceed.

State of Arizona Awarded this **26th**

day of **January**

2024

Procurement officer signature



**Pricing Document
Request for Proposal
Solicitation No. BPM005857
FENCING MATERIALS AND INSTALLATION
SERVICES**

Arizona Department of
Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

PRICING DOCUMENT

You must enter \$1.00 in the Items (F) tab in APP to satisfy functionality.

Please complete Hourly Rates on Pricing Sheet and submit Temporary/Rental Rates as a separate document.

Catalogs and Price Books may also be submitted as separate documents.

LABOR HOURLY RATES		
Item #	Description	Hourly Rate
1	Laborer	\$65.00
2	Lead	\$65.00
3	Supervisor	\$65.00
4	Gate Operator Technician	\$95.00
5	Other: _____	\$

MATERIALS			
Item #	Description	Manufacturer	Discount Off MSRP
1	Chain Link	American Fence	25%
2	Wrought Iron	American Eagle	15%
3	Barbed-Wire	OK Steel & Wire & Deacero	20%
4	Gates	American Fence	15%
5	Parts / Fittings	Varies	40%
6	Tube and Pipe	American Tube & Pipe	30%
7	Gate Automation	Varies	10%

SUPPLIER NAME: American Fence Company of AZ, Inc.



Request for Proposal
Solicitation No. BPM005857
FENCING MATERIALS AND INSTALLATION
SERVICES

Arizona Department of Administration
General Services Division
1400 W Washington St. Ste. B200
Phoenix, AZ 85007

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Initial Offer:	1/08/24			
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:				
	Date	Signature		

American Fence Company of Arizona, Inc.

Offeror company name

2502 N. 27th Avenue

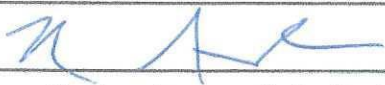
Address

Phoenix, AZ 85009

City, State, ZIP

86-0114441 / 07-030948 / 16349 & 069389

EIN/TPT NUMBER / ROC LICENSE NUMBER (IF APPLICABLE)


Signature of person authorized to sign Offer

Kip Garasha, Regional Manager

Printed name and Title

Kip Garasha, Regional Manager

Contact name and Title

kip.garasha@americanfence.com

928-772-6320

Contact email address

Contact phone number

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
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. § 18-132 when offering electronics or information technology products, Services, or maintenance;
4. Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with A.A.C. R2-7-C310;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the Materials or Services listed by the attached Contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

The Contract shall henceforth be referred to as Contract No. _____

The effective date of the Contract is _____

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives purchase order, contract release document, or written notice to proceed.

State of Arizona Awarded this

day of

20

Procurement officer signature



Request for Proposal
Solicitation No. BPM005857
FENCING MATERIALS AND INSTALLATION
SERVICES

Arizona Department of Administration
General Services Division
1400 W Washington St. Ste. B200
Phoenix, AZ 85007

Attachment 2 – Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Materials or Services from Israel."

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

- (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
- (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

...

5. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

In compliance with A.R.S. § 35-393 *et seq.*, all Offerors must select one of the following:

- ☒ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317;
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*; or
- ☐ **Exempt Solicitation, Contract, or Contractor.** Indicate which of the following statements applies to this Contract (may be more than one):
 - ☐ Solicitation or Contract has an estimated value of less than \$100,000;
 - ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; or
 - ☐ Contractor is a non-profit organization.

American Fence Company of Arizona Inc.

Company name

2502 N. 27th Avenue

Address

Phoenix, AZ 85009

City, State, ZIP

Signature of person authorized to sign

Kip Garasha, Regional Manager

Printed name and Title

Kip.garasha@americanfence.com 928-772-6320

Contact email address

Contact phone number



Request for Proposal
Solicitation No. BPM005857
FENCING MATERIALS AND INSTALLATION
SERVICES

Arizona Department of Administration
General Services Division
1400 W Washington St. Ste. B200
Phoenix, AZ 85007

Attachment 3 – Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- ☒ Company does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- ☐ The Company does participate in the use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐ **Exempt Contractor: Select all statements that apply to the Contractor:**
- ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

American Fence Company of Arizona, Inc.

Company name

2502 N. 27th Avenue

Address

Phoenix, AZ 85009

City, State, ZIP

Signature of person authorized to sign

Kip Garasha, Regional Manager

Printed name and Title

Kip.garasha@americanfence.com 928-772-6320

Contact email address

Contact phone number



Request for Proposal
Solicitation No. BPM005857
FENCING MATERIALS AND INSTALLATION
SERVICES

Arizona Department of Administration
General Services Division
1400 W Washington St. Ste. B200
Phoenix, AZ 85007

Attachment 4 – Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(51).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure. **Offerors shall create a redacted version of documents containing confidential information upon request from the Procurement Officer.**

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – If neither is checked, State will assume that it is equivalent to "DOES NOT":

☒	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317; or
☐	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process; 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(51) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret, and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

American Fence Company of Arizona, Inc.

Company name

2502 N 27th Avenue

Address

Phoenix, AZ 85009

City, State, ZIP

Signature of person authorized to sign

Kip Garasha, Regional Manager

Printed name and Title

Kip.garasha@americanfence.com 928-772-6320

Contact email address

Contact phone number



Request for Proposal
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General Services Division
1400 W Washington St. Ste. B200
Phoenix, AZ 85007

Attachment – Confidential Information Designation (for reference only)

A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

- A. *If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.*
- B. *Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.*
- C. *Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:*
- 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;*
 - 2. The designated information is not confidential; or*
 - 3. Additional information is required before a final confidentiality determination can be made.*
- D. *If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.*
- E. *An agency chief procurement officer may release information designated as confidential under subsection (A) if:*
- 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or*
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.*

- - -



Request for Proposal

Solicitation No. BPM005857

FENCING MATERIALS AND INSTALLATION SERVICES

Arizona Department of Administration
General Services Division
1400 W Washington St. Ste. B200
Phoenix, AZ 85007

Attachment 5A – Conformance Statements

If taking exceptions, the relevant subsequent pages titled "Attachment Supplements" must be completed.
Attach additional pages as needed.

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

READ ALL INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS. OFFERS WITH EXCEPTIONS MAY BE FOUND
NOT SUSCEPTIBLE FOR AWARD UNDER A.A.C. R2-7-C311 OR RECEIVE LOWER SCORES DURING EVALUATION.

IF NEITHER BOX IS CHECKED UNDER ANY SECTION BELOW, THE OFFEROR'S RESPONSE TO THAT SECTION WILL BE
CONSIDERED "YES" AND STATE WILL INTERPRET THE OFFER AS IF THERE WERE NO EXCEPTIONS TAKEN.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following:

- | | |
|-------------------------------------|--|
| ☒ | YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies with both. |
| ☐ | NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment Supplement – Conformance Statements - Exceptions to Instructions. |

CONFORMANCE TO THE SCOPE OF WORK

Check one of the following:

- | | |
|-------------------------------------|---|
| ☒ | YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both. |
| ☐ | NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment Supplement – Conformance Statements - Exceptions to Scope of Work. |

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following:

- | | |
|-------------------------------------|---|
| ☒ | 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 of the Solicitation Documents and attests that its Offer complies with all. |
| ☐ | NO – 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 of the Solicitation Documents and attests that its Offer complies with all EXCEPT FOR the exceptions listed in Attachment Supplement – Conformance Statements - Exceptions to Contract Terms and Conditions. |

AMERICAN FENCE COMPANY OF ARIZONA, INC.

Company name

Signature of person authorized to sign



Request for Proposal
Solicitation No. BPM005857
FENCING MATERIALS AND INSTALLATION
SERVICES

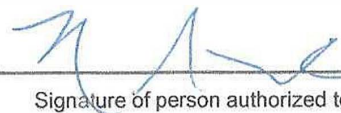
Arizona Department of Administration
General Services Division
1400 W Washington St. Ste. B200
Phoenix, AZ 85007

Attachment Supplement 5B – Conformance Statements - Exceptions to Instructions

Article / paragraph or exhibit reference	RFP language (Copy and paste from Solicitation)	Alternate language and Rationale
Special Instructions to Offerors		
3.2.2	Product shall be FOB point delivered without additional freight charges	Product shall be FOB shipping point with delivery and shipping charges stated separately. ACCEPTED
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
Uniform Instructions to Offerors		
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X

American Fence Company of Arizona, Inc.

Company name



Signature of person authorized to sign



Request for Proposal

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Arizona Department of Administration
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Attachment Supplement 5C – Conformance Statements - Exceptions to Scope of Work

Article / paragraph or exhibit reference	RFP language (Copy and paste from Solicitation)	Alternate language and Rationale
Scope of Work		
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X

American Fence Company of Arizona, Inc.

Company name

Signature of person authorized to sign



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**Attachment Supplement 5D – Conformance Statements - Exceptions to
Contract Terms and Conditions**

Article / paragraph or exhibit reference	RFP language (Copy and paste from Solicitation)	Alternate language and Rationale
Special Terms and Conditions		
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
Uniform Terms and Conditions		
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X

American Fence Company of Arizona, Inc.

Company name


Signature of person authorized to sign



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Attachment 6 – Key Personnel

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

1	Name:	Kip Garasha	Job title:	Regional Manager
Length of employment with the company:		30 years	Length of time in current role:	27 years
Proposed percentage of overall time to be dedicated to the Services:		50%	If applicable, length of time in related experience with large local, state or federal government agencies:	30 years
Proposed position with regard to the Services:		Lead contact for insuring that this contract and contract customer's requirements are met on a prompt basis		
Proposed primary responsibilities with regard to the Services:		To monitor new work releases (purchase orders) and insure they are received and responses to customers made in a timely manner and accurate manner.		
Describe experience in performing Services similar to those that are to be assigned:		Located at the Prescott branch office, Kip has been a regional manager (Northern Arizona) for over 27 years with full responsibility for the branch management, personnel, counter sales, temporary fence and installation projects from quoting, acceptance and completion of those projects.		
List job-related certifications, training, and education:		30 years of pricing and managing the State Contract thru its transitions of SPIRIT, AZ Procure & APP. Directly responsible for all communications and transactions.		
Resume:		N/A		



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Attachment 6 – Key Personnel

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

2	Name:	Trent Smith		Job title:	Regional Manager	
Length of employment with the company:		30 years	Length of time in current role:		18 years	
Proposed percentage of overall time to be dedicated to the Services:		30%	If applicable, length of time in related experience with large local, state or federal government agencies:		18 years	
Proposed position with regard to the Services:		2 nd Lead for insuring State Contract is managed responsibly				
Proposed primary responsibilities with Regard to the Services:		Liaison between customers, project managers, crews and branch administrators to insure contract needs are met.				
Describe experience in performing Services similar to those that are to be assigned:		Located at the Phoenix branch, Trent has had 18 years prior experience working as a regional/branch manager (Southern Arizona) with responsibility for management, personnel, counter sales and installation projects including all pricing and management of those projects.				
List job-related certifications, training, and education:		Business degree – University of Arizona and experience and 18 years of experience with the State Contract and its transitions thru SPIRIT, AZ Procure and APP.				
Resume:						



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Attachment 6 – Key Personnel

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

3	Name: Shirley Bowers	Job title: Contract Administrator
Length of employment with the company:	21 years	Length of time in current role: 21 years
Proposed percentage of overall time to be dedicated to the Services:	10%	If applicable, length of time in related experience with large local, state or federal government agencies:
Proposed position with regard to the Services:	Review and assistance with submittal of Proposal, Contract Requirements, distribution of Purchase Orders to appropriate internal parties, customer communication(s) if required and invoicing assistance if needed.	
Proposed primary responsibilities with regard to the Services:	See Above	
Describe experience in performing Services similar to those that are to be assigned:	21 years of contract review, execution and contract management for American Fence	
List job-related certifications, training, and education:	See Above	
Resume:		



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Attachment 7 – Letter of Insurability

The Offeror shall provide a Letter of Insurability from the Insurance Company as a proof that the Offeror currently possesses the required insurance as stated in Addendum A of the Special Terms and Conditions or the Offeror is able to obtain the required Minimum Scope and Limits of Insurance should a contract be awarded to them.

The Letter of Insurability (and any additional letters) should be clearly marked as:

Attachment - Supplement Insurance Supplement #1

NOTE: Awarded Contractors shall provide a Certificate of Insurance (e.g. ACORD forms) and associated policy endorsement(s) **electronically** prior to beginning Service(s) or performing any other work under the Contract. Contractors shall also provide updated Certificates of Insurance **electronically**, so the State has current Certificates of Insurance as required under the Contract.



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Attachment 8 – Organization Profile

Organization name: AMERICAN FENCE COMPANY OF ARIZONA, INC.		Year established: 1948		
Principal address (street, city, state, ZIP): 2502 N. 27 th Avenue, Phoenix, AZ 85009				
Branch or division: Corporate & Phoenix Branch		Parent company or owner: American Fence and Security Company, Inc. (Holding Company)		
Years of experience providing Materials or Services similar in type and quantity as required by this Solicitation:			75 years	
Years of experience performing Services similar in size and scope as required by this Solicitation:			75 years	
Years the organization has conducted business in Arizona:			75 years	
Contract Representatives				
	Name	Title	Phone number	Email address
1.	Kip Garasha	Regional Manager	928-772-6320	Kip.garasha@americanfence.com
2.	Trent Smith	Regional Manager	602-352-7037	Trent.smith@americanfence.com
3.	Shirley Bowers	Contract Administrator	602-540-0254	Shirley.bowers@americanfence.com
Licenses/Certifications Supplement #3				
	Description	Issuer	Number	Expiration
4.	General Engineering General Commercial License	State of Arizona	103476	June 2024
5.	Specialty Dual Fencing	State of Arizona	16349	August 2025
6.	Specialty Dual – Ornamental Metals	State of Arizona	69389	October 2024
7.	Maricopa Dust Control Permit	Maricopa County	CMP015746	June 2024
8.	W-9	IRS	86-0114441	N/A
9.	EMR – Safety Rating	Lovitt-Touche	.60	October 2024
Financial Information – Supplement #2				
	Rating/Issuer	Score/Rank	Date	
10.	Eide Bailly – Supplement #2		10/28/23	
Capacity				
	Location	Work performed	Number of staff	Capacity
11.	Phoenix	Counter Sales / Installation & Temporary Fence	100+	Unlimited
12.	Prescott	Counter Sales / Installation / Temporary Fence		
13.	Tucson	Counter Sales /Temporary Fence		



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Attachment 9 – Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be performing all of the Work with your own personnel.

☐ NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list the name(s) of persons or companies you propose to use as Subcontractors.

1. Fill in the information for each significant Subcontractor – indicate the type of work the Subcontractor will perform under the Contract and their approximate percentage of the total Contract work;
2. Provide copies of relevant certifications each person or firm possesses attached to this form; AND
3. Provide a description of quality assurance (QA) and quality control (QC) measures that you will use to ensure that Subcontractor's work meets the Contract requirements.

State may demand additional information about proposed Subcontractors as a precondition of Award.

☒ YES, the Offeror will use the Subcontractors listed below:

No.	Name and contact information	Small business	Work to be performed and QA/QC measures	%
1.	FenceMasters, Inc. Jeff Miller / 928-317-8106	NO	Fence and Gate Installation	8%
2.	R and R Fencing Ernesto Ruiz / 602-510-0327	No	Fence and Gate Installation	5%
3.	Elite Fencing George Rios / 480-949-6774	No	Fence and Gate Installation	5%
4.	Blade Runners David Weston / 480-926-2788	No	Core Drilling	5%
5.	Guardian Gate Services Robert Dickie / 480-629-4472	No	Gate Operator Installation	5%
6.	4 B's Construction Mike Bounds / 623-872-7622	No	Concrete Work	5%

! All subcontractors are required to follow Quality Control Assurance Program of American Fence which is attached as ATTACHMENT 9, SUPPLEMENT #4. Specific Project Manager is responsible for insuring the project meets our criteria prior to Owner turn-over.



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Attachment 10 – Experience and Capacity Response

THE STATE MAY DETERMINE YOUR PROPOSAL NON-RESPONSIVE IF YOU DO NOT FULLY RESPOND.

The Offeror shall provide a narrative response to each section that demonstrates their understanding of the Scope of Work requirements and describes the company's overall experience and capacity in providing the Services stated in this Solicitation. **If there is a section that is not applicable to the Services required by the Scope of Work, you may mark it "N/A".**

Offeror shall provide a response either after each section or in a separate document entitled: "Attachment - Experience and Capacity Response." If a separate document is used, please clearly designate each section and double-check to ensure that each question has been answered. If any information provided is considered CONFIDENTIAL by Offeror, the information must be specifically included in the Confidential Information Designation Attachment and related documentation to be assessed for confidential treatment under A.A.C. R2-7-103.

1.0 Company Profile. The Offeror must include a narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience in regards to the Scope of Work;
- 1.2 Location in which the Offeror is incorporated; Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;
- 1.3 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.4 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- 1.5 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted Services;
- 1.6 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a public sector client;
- 1.7 Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years;
- 1.8 Full disclosure of any criminal or civil offense;

Offeror Response:

- 1.1 American Fence is one of the largest and most respected fence companies in Arizona. Privately held, and family owned and operated (3rd generation) the company has been in business since 1948. We presently operate 15 branch facilities in eight states. Continual market research, diverse leaders and a knowledgeable sales force enable American Fence to offer a wide variety of resources and services for a multitude of fence applications for materials sales, temporary fence and permanent fence and gates.

For over 75 years, American Fence has operated with financially sound fiscal integrity. Rated at 5A2 with Dun & Bradstreet, we have an unsecured revolving line of credit of over \$7 Million and a bonding capacity of \$25 Million per project.

American Fence has earned the capability of working on several large projects at one time at no risk to our customers and are presently performing many large concurrent projects in addition to a multitude of smaller or mid-size projects. Our broad based expertise as well as that of our subcontractors allows us to function in a busy, multi-project environment. We pride ourselves on our ability to negotiate and partner as a member of a construction project team thus ensuring timely completion while maintaining the highest quality of products and workmanship.



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1.1 Our diversified project line consists of:

- Temporary construction fence * Chain link fence and gates * Ornamental Iron fence and gates
- Specialty fence and gates * Vinyl coated fence and gates * Barbed wire and tape
- Automated Gate & access control systems

1.2 American Fence is was incorporated in the State of Arizona in 1954 and maintains their corporate offices at:

2502 N. 27th Avenue, Phoenix, AZ 85009 (602-734-0500).

Corporate officers are:

David Van Denburgh, CEO	Daniel Van Denburgh, President	Curt Jurek, Exec. VP
David Herr, VP of Finance & Acctg.	James Withers, VP Operations	L.J. Maurin, Secretary
Matt Holicky, Treasurer	Paul Martinez, VP of Risk Mgmt & Human Resources	
Bobby Ray, VP of IT & Systems		

Three branch offices are located within the State of Arizona:

Phoenix – 2502 N; 27th Avenue (Servicing Central & Southern Arizona)	602-272-2333
Contacts:	
Branch Manager Install Sales	Trent Smith Ext. 7038
Counter Sales	Larry Haskins Ext. 2314
Install Project Manager	Les Biernot Ext. 2381
Install Project Manager	Mike Diveley Ext. 2349
Install Project Manager	Charlie Martinez Ext. 2305
Install Project Manager	Bill Wallis Ext. 2339
Install Branch Administrator	Tiffany Snay Ext. 7661
Branch Manager Temporary Fence	Mike Anderson Ext. 2309
RAF Project Manager	Kirsten Cuzick Ext. 2323
RAF Project Manager	Ariel Garcia Ext. 2328
Branch Administrator	Patrick Schiffgen Ext. 2368

Prescott:	7301 1st Street (Servicing Northern Arizona)	928-772-6320
Branch Manager	Kip Garasha	Ext. 16
Install Project Manager	Leonard Maier	Ext. 11
Install Project Manager	Craig Malone	Ext. 10
Counter Sales	Brandon Maier	Ext. 15
Branch Administrator	Jayne Gamble	Ext. 19

Tucson:	1111 E. Valencia Road (Servicing Southern Arizona)	520-746-1400
Branch Manager	Chas Dunlap	Ext. 2704
Counter Sales	Daniel Leon	Ext. 2710
Branch Administrator	Maria Smith	Ext. 2700



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- 1.3 There is no conflict of interest between American Fence and it's employees and any State employee who may function or have responsibilities in the review or approval of the undertaking or carrying out of the Contract.
- 1.4 In the last five (5) years, American Fence has not filed (or had filed against it) any bankruptcy or insolvency proceeding(s), whether voluntary or involuntary or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.
- 1.5 American Fence does not have any open or pending litigation initiated by American Fence or where American Fence is a defendant or party in any litigation that may have a material impact on American Fence's ability to deliver the contracted services.
- 1.6 American Fenced has no pending litigation either initiated by American Fence or where American Fence⁴ is a defendant or party in any litigation with a Public Sector client.
- 1.7 American Fence has not had any Public Sector contracts terminated for cause or convenience in the past five (5) years and,
- 1.8 American Fence has not had any criminal or civil offense.

2.0 Company Experience

- 2.1 With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?
- 2.2 What experience do you have serving clients in business markets within the State of Arizona?

Offeror Response:

2.2 Over the past 75 years of operation, American Fence has grown from a small 2-person operation in downtown Phoenix to operating several branches in numerous states. From the beginning we have met the needs of many, many municipal and state agencies (including ADOA, ASPC, AZ State Land, DEMA, AZ Game & Fish) with Kip Garasha and Trent Smith being major players in the supply of these services.

Combining these agencies under one state contract has facilitated the combination of our resources into three branches that actively meet the needs of these State Agencies. American Fence continues to use endless resources to meet the requirements and needs of the state agencies by:

- Fabrication of fence, gates and many other items in our own fabrication facilities
- Weaving of our own chain link fabric
- Utilization of our own pipe and tube manufacturing facility



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- Upgrading our internal quoting and invoicing systems for specific state pricing
- Maintaining a healthy communication and payment process to our vendors so they in turn respectfully meet our needs for materials and supplies
- Maintain our own labor forces as well as a pre-qualified selection of subcontractors to meet our scheduling needs
- Implementing safety programs and procedures to guarantee a safe workplace and project site(s)
- Maintaining sufficient personnel to maintain and manage these systems
- And, first and foremost, excellent customer service so that customer needs and expectations are met

American Fence has completed entire prison projects with security systems, modified prisons, re-fenced major sections of highway fence and game fence, completed perimeter fence around parking facilities and many more types of fencing projects without issues or discrepancies and find that our access to a variety of fence materials and the ability to furnish and install diversified types of fencing, temporary fence and associated accessories has allowed us to operate in an efficient manner throughout the State of Arizona.

4.0 Certificates/Licenses

Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the proposed Materials or Services. At a minimum, this shall include all certifications and licenses referenced in the Solicitation Attachment - Organization Profile.

Offeror Response:

See Attachment 8 – Supplement #3



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Attachment 11 – References

State intends to conduct reference checks for accounts referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references, including internal state clients. Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this Solicitation. **At least one (1) of the projects referenced must be related to public sector work. All references shall be for work received and completed within the last five (5) years.**

1	Client company/Address	Contact	Begin date	End date
	Rummel Construction, 7520 E. Adobe Dr., Scottsdale 85255	Jason Kahn	Feb 2023	Sept 2023
	Phone number	Email address		
	480-222-9922	jkahn@rummelconstruction.com		
	Summarize the scope and deliverables provided, including timeline and outcome.			
	Furnished and installed 7300 lf of temporary fence, removal of existing 7300 lf of fence and supply and installation of 7300 lf of new 6' chain link fence for the Emergency River Bottom Fence Replacement Project at Phoenix Sky Harbor Airport			
	List Key Materials or Services Provided:			
	Chain link fence and gates replacement while maintaining facility security – Total Contract Value - \$1,083,610			

2	Client company/Address	Contact	Begin date	End date
	McCarthy Building Companies, 6225 North 24 th Street, Phoenix, AZ 85016	Alexander Avila	Mar 2022	Apr 22023
	Phone number	Email address		
	602-828-7772	acavila@mccarthy.com		
	Summarize the scope and deliverables provided, including timeline and outcome.			
	44,412 lf of 8' perimeter chain link fence w/barb wire, gates, isolation panels and warning signs for the APS Agave Solar Project in Arlington, AZ			
	List key Materials or Services provided.			
	Posts, chain link, barb wire, gates, isolation panels & warning signs - Total contract value- \$1.673,205			

3	Client company/Address	Contact	Begin date	End date
	AZ Department of Transportation		Feb 2023	Apr 2023
	Phone number	Email address		
	Summarize the scope and deliverables provided, including timeline and outcome.			
	Remove existing and replace with new barbed wire fence in Globe, AZ, SR79 MP 138 – 150.3 AND SR77, MP 135-139			
	List key Materials or Services provided.			
	Total Contract Value - \$1,179,083			



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Attachment 11 – References

4	Client company/Address	Contact	Begin date	End date
	Arizona Department of Corrections	Randy Ellard	Oct 2022	Mar 2023
	Phone number	Email address		
		rellard@azadc.gov		
Summarize the scope and deliverables provided, including timeline and outcome.				
Furnish and install 5915 lf of 12' fence with barb wire & Tymetal gates for the interior and 4700 lf of candy cane fence consisting of 2 rows of chain link, 2 rows of hardware cloth and 4 rows of 30" razor wire for the exterior				
List key Materials or Services provided.				
Eagle Point Perimeter Project - Total Contract Value - \$883,657				
5	Client company/Address	Contact	Begin date	End date
	Albuquerque Public Schools, 6400 Uptown Blvd NE, Albuquerque NM 87110	Kassandra Ray	Jan 2023	Dec 2025
	Phone number	Email address		
	505-768-3310	kray@cabq.gov		
Summarize the scope and deliverables provided, including timeline and outcome.				
Material and installation services – similar to AZ State Contract				
List key Materials or Services provided.				
#23-067RRR				
6	Client company/Address	Contact	Begin date	End date
	County of Bernalillo, New Mexico	David Conkle	Jan 2021	Jan 2026
	Phone number	Email address		
	505-468-7013	dconkle@bernco.gov		
Summarize the scope and deliverables provided, including timeline and outcome.				
Material and installation services – similar to AZ State Contract				
List key Materials or Services provided.				
#RFB#0019-21-DC				



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Attachment 12 – Method of Approach

The Offeror shall provide a narrative response to each section that demonstrates their understanding of the Scope of Work requirements and describes the company's overall method of approach for providing the Service(s) stated in this Solicitation. If there is a section that is not applicable to the Services required by the Scope of Work, you may mark it "N/A".

Offeror shall provide a response either after each section or in a separate document entitled: "Attachment - Method of Approach." If a separate document is used, please clearly designate each section and double-check to ensure that each question has been answered. If any information provided is considered CONFIDENTIAL by Offeror, the information must be specifically included in the Confidential Information Designation Attachment and related documentation to be assessed for confidential treatment under A.A.C. R2-7-103.

1.0 Offeror shall clearly state your understanding of the Scope of Work and acceptance of all Requirements.

Offeror Response:

American Fence clearly understands the required scope of work and accepts all requirements stated herein

2.0 Offeror shall provide a description of an inter-organizational structured communication process that will support a successful business relationship.

Offeror Response:

American Fence maintains a strong communication system. The state procurement system is monitored on a daily basis by the Lead Contact who immediately forwards any requests to one of the three State branches (Prescott, Phoenix, Tucson). Either the branch manager, project manager(s) or counter sales representative within that branch will immediately follow up with that request, preferably within the same day. Once exact need is established with the requestor, a formal quote is issued to the customer for review and response. Quotes are itemized to reflect contract pricing for ease of the customer. Once an authorization to proceed is issued (purchase order), the branch manager as well as the project manager, review both quote and order for accuracy, proceed to order the required materials and schedule any installations if required on a timely basis. Communication is maintained with the customer by the project manager thru the entire process, from customer needs thru delivery and/or completion



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3.0 Offeror shall provide a description of your complaint resolution process. The description should include a clear, hierarchical path for complaint escalation.

Offeror Response:

Complaint resolution is initially addressed by the project manager and/or counter sales representative on an immediate basis when presented. Should the complaint remain unresolved or customer remains not satisfied, customer should immediately contact the branch manager and/or Lead Contact(s), Kip Garasha or Trent Smith.

Should complaint still remain unresolved, James Withers, VP of Operations may be contacted at the corporate level (602-734-0500) for resolution.

4.0 Offeror shall provide a description of your organization tracks resolution and customer satisfaction in a quantifiable manner to ensure quality service.

Offeror Response:

It is an expectation at American Fence that customer satisfaction is our priority. That being said, it is a rare occasion that our customers are not satisfied with our communications, timeliness, accuracy and quality however, discrepancies do occur. Any unresolved discrepancy should be addressed in the manner stated in 3.0 above.

To the best of our knowledge, American Fence has never been in default or left an issue unresolved or not completed. It would be our goal to maintain that position.

LICENSE EFFECTIVE THROUGH: June 30, 2024
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT

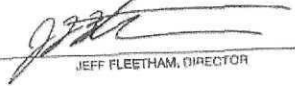


American Fence Company Of Arizona Inc

CONTRACTORS LICENSE NO. ROC 103476 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH: August 31, 2025
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



American Fence Company Of Arizona Inc

CONTRACTORS LICENSE NO. ROC 016349 CLASS CR-14

Specialty Dual
Fencing

THIS CARD MUST BE
PRESENTED UPON DEMAND

A handwritten signature in dark ink, appearing to read "MQC", written over a horizontal line.

Martin J. Quezada, Director

LICENSE EFFECTIVE THROUGH: October 31, 2024
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



American Fence Company Of Arizona Inc

CONTRACTORS LICENSE NO. ROC 069389 CLASS CR-24

Specialty Dual
Ornamental Metals

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

MARICOPA COUNTY AIR QUALITY DEPARTMENT

301 W Jefferson St, Suite 410, Phoenix, AZ 85003

Phone: (602) 506-6010

SUBCONTRACTOR REGISTRATION

(As required by Title 49, Chapter 3, Article 2, Section 49-474.06, Arizona Revised Statutes)

CMP015746

Legacy SC ID (if applicable): SC0800021

ISSUED TO

American Fence Company of Arizona Inc

This air quality subcontractor registration to operate does not relieve the applicant of the responsibility of meeting all air pollution regulations.

Issuance Date:

06/04/2008

Expiration Date:

06/03/2024

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMERICAN FENCE COMPANY OF ARIZONA, INC.					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
	☐ Individual/sole proprietor or single-member LLC	☐ C Corporation	☒ S Corporation	☐ Partnership	☐ Trust/estate	Exempt payee code (if any) <u>5</u>
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					Exemption from FATCA reporting code (if any) _____
	☐ Other (see instructions) ► _____					(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 2502 N 27th AVENUE		Requester's name and address (optional)			
6 City, state, and ZIP code PHOENIX, AZ 85009						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	6	-	0	1	1	4	4	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	<i>Shirley M. Bowers</i>	Date ►	January 4, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



October 19, 2023

American Fence and Security Co., Inc.
2502 N. 27th Ave.
Phoenix, AZ 85009

Re: NCCI Experience Modification History

To Whom It May Concern:

Please accept this letter confirming the following NCCI Experience Modification history of American Fence and Security Co., Inc. and their subsidiaries – American Fence Company, Inc., American Fence Company of Arizona, Inc. and American Fence Company of New Mexico, Inc.

Rating Effective Date	EMR
11/1/2023	0.60
11/1/2022	0.88
11/1/2021	0.99
11/1/2020	1.25
11/1/2019	1.22

Please let us know if you need any additional information.

Kind regards,

Jessica Lykins

Jessica Lykins
Claims Coordinator
Lovitt & Touche, Inc
jlykins@lovitt-touche.com
(602) 385-0508



QUALITY CONTROL ASSURANCE

Revised 03/01/2023

TABLE OF CONTENTS

1. Introduction
2. Quality Control Personnel
3. Installation Procedures
4. Points of Inspection
5. Testing
6. Non-Conformance Procedures



QUALITY CONTROL PLAN

1. Introduction

Providing customers with superb products and service is an ongoing goal at American Fence. All employees are reminded that the customer and his or her satisfaction with American Fence products and service is the reason that we are in business.

American Fence Company utilizes quality assurance in many ways including:

- Standardizing best practices to maximize productivity
- “Systematizing” work methods to ensure that the job is “done right the first time”
- Managing quality to assure quality and to keep defects from customers
- To reduce the cost of quality to increase profits
- To protect the business from liability risk

Quality checklists and forms were developed with mistake-proofing techniques in order to allow American Fence Company to begin building quality into the process. Using these techniques allows us to provide a better quality product to our customer and be a more profitable company at the same time.

Our reputation as a fence company relies on our ability to respond to our customers.

2. Quality Control. Personnel

- The project manager shall be responsible for ensuring that the products we provide meet all specifications or requirements that have been requested by the customer.

Project Manager: _____

- The construction superintendent shall be responsible for supervising the crew foreman and ensuring that craft skills meet or exceed industry standards.

Construction Superintendent: _____



- The construction crew foreman shall be responsible for building a quality fence for the customer.

Construction Crew Foreman: _____

3. Installation Procedures

The crew foreman is to conduct a series of inspections during the process of constructing the fence.

- Layout of fence line based on type and specifications
- Excavate of all holes to specified width and depth
- Set posts and insure proper post height and protect open holes overnight
- Install framing
- Install fabric and tie. Insure proper material spec, tension wire and fabric installation
- Install barb wire where specified
- At completion of job insure that all details are complete, that tools and equipment are removed and the jobsite is cleaned and ready for final inspection.

4. Points of Inspection

Size of holes and concrete

5. Testing

Material certification available upon request

6. Non-Conformance Procedures

Any work which is deemed to be in non-conformance will be re-done and discussed with the foreman as well as the supervisor so as to prevent additional mistakes.



2502 N. 27th Avenue • Phoenix, AZ 850090 / PO Box 19040 • Phoenix, AZ 85005 / Web Site: <http://www.americanfence.com>

January 8, 2024

American Fence is a privately held corporation and as such, all financial information is held in strict confidence. Our current audited balance sheet is attached for your reference.

Upon request, additional information will be provided as a pre-condition of contract award. Please contact David Herr, Vice President of Accounting and Finance should additional financial information be required.

Office – 602-352-7715

Cell – 480-388-1525

David.herr@americanfence.com



Consolidated Financial Statements
October 28, 2023

American Fence and Security, Inc. and Subsidiaries

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Consolidated Statement of Operations and Retained Earnings.....	4
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Notes to Consolidated Financial Statements	6

American Fence and Security, Inc. and Subsidiaries

Consolidated Balance Sheet

October 28, 2023

Assets

Current Assets

Cash and cash equivalents	\$ 18,300,352
Accounts receivable, net	24,549,992
Inventories	17,595,289
Contract assets	3,971,968
Prepaid expenses and other current assets	1,038,735

Total current assets	65,456,336
----------------------	------------

Property and Equipment

Leasehold improvements	4,632,402
Equipment and vehicles	15,718,379
Rent-A-Fence panels	41,074,004

61,424,785

Less accumulated depreciation and amortization	(17,901,019)
--	--------------

Total property and equipment	43,523,766
------------------------------	------------

Other Assets

99,719

\$ 109,079,821

Liabilities and Stockholder's Equity

Current Liabilities

Accounts payable	\$ 6,548,260
Deferred revenue	9,460,276
Contract liabilities	1,828,592
Customer deposits	1,085,883
Accrued expenses	
Salaries and wages	7,108,045
Payroll, sales and property taxes	1,104,366
Workers' compensation	455,583
Other current liabilities	1,598,893

Total current liabilities	29,189,898
---------------------------	------------

Long-Term Liabilities

Other long-term liabilities	5,709,845
-----------------------------	-----------

Total liabilities	34,899,743
-------------------	------------

Commitments and Contingencies (Note 7)

Stockholder's Equity

Common stock, no par value; 1,000,000 shares authorized; 14,482 shares issued and outstanding	-
Additional paid-in capital	3,893,789
Retained earnings	70,286,289

Total stockholder's equity	74,180,078
----------------------------	------------

\$ 109,079,821

American Fence and Security, Inc. and Subsidiaries
Consolidated Statement of Operations and Retained Earnings
Year Ended October 28, 2023

Sales	\$ 168,129,480
██████████	<u>██████████</u>
██████████	██████████
████████████████████	██████████
██████████	<u>██████████</u>
████████████████████	██████████
██████████	<u>██████████</u>
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██████████	<u>██████████</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lovitt & Touché A Marsh and McLennan Agency, LLC 8605 E. Raintree Drive, Suite 200 Scottsdale AZ 85260		CONTACT NAME: Michelle Dickason PHONE (A/C, No, Ext): 602-956-2250 FAX (A/C, No): E-MAIL ADDRESS: michelle.dickason@marshmma.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Continental Insurance Company	
		INSURER B: Transportation Insurance Company	
		INSURER C: National Fire Insurance Co of Hartford	
		INSURER D: Valley Forge Insurance Company	
		INSURER E: Continental Casualty Company	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1130102766

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6079046711	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	6079046675	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	6079046689	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	679711526 (AZ) 679711879 (CA) 679712031 (AOS) 6079126302 (Stop Gap)	11/1/2023 11/1/2023 11/1/2023 11/1/2023	11/1/2024 11/1/2024 11/1/2024 11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: American Fence Company, Inc.; American Fence Company of Arizona, Inc.; American Fence of New Mexico, Inc.; Allstate Rent A Fence, Inc.

Certificate holder is an Additional Insured for General Liability and Auto Liability if required in a written contract. The General Liability and Auto is primary and non contributory. Waiver of subrogation applies to General Liability, Auto Liability and Work Comp if agreed to in a written contract. Umbrella is follow form of underlying General Liability, Auto Liability and Employers Liability, subject to policy terms, conditions and exclusions. Includes 30 day notice of cancellation to certificate holder, with an exception for 10 days for non payment of premium, if agreed to in a written contract. General Liability per project aggregate applies. See Attached...

CERTIFICATE HOLDER

CANCELLATION

State of Arizona 1110 West Washington Street, Suite 155 Phoenix AZ 85007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INSURED: A m eFreia n r d n c u o r m i l d n g c n . y ,

POLICY #: 6 0 7 9 0 4 6 6 7 5

POLICY PERIOD: 1 1 / 0 1 / 2 0 TO 1 1 / 0 1 / 2 0



**Business Auto Policy
Policy Endorsement**

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Policy Page: 36 of 59



Request for Proposal Notice Page

Arizona Department of Administration
General Services Division
1400 W Washington St., Ste. B200
Phoenix, AZ 85007

Solicitation Number:

BPM005857

Description:

FENCING MATERIALS AND INSTALLATION SERVICES

Solicitation Due Date and Time:

TUESDAY, JANUARY 9, 2024 AT 2:00 PM

Pre-Offer Conference:

Pre-Offer Conference will not be conducted

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

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

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

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

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.

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	Solicitation Summary Request for Proposal Solicitation No. BPM005857 FENCING MATERIALS AND INSTALLATION SERVICES	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
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1. What the State is Soliciting?

The Arizona Department of Administration, General Services Division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more “statewide” contracts with qualified, reliable contractors to provide materials and installation services for statewide fencing needs on an as-needed basis. Temporary/Rental fencing is included as services needed.

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

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

2. What is in the Solicitation?

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

2.1.1. Attachment: BPM005857 Solicitation Requirements

- 2.1.1.1. Notice / Cover Page
- 2.1.1.2. Table of Contents
- 2.1.1.3. Solicitation Summary
- 2.1.1.4. Scope of Work
- 2.1.1.5. Special Terms and Conditions
- 2.1.1.6. Uniform Terms and Conditions

2.1.2. Attachment: BPM005857 Solicitation Instructions

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

2.1.3. Solicitation Attachments

- 2.1.3.1. Offer and Acceptance
- 2.1.3.2. Boycott of Israel Disclosure
- 2.1.3.3. Forced Labor of Ethnic Uyghurs Ban
- 2.1.3.4. Confidential Information
- 2.1.3.5. Conformance Statements - Exceptions
- 2.1.3.6. Exceptions
- 2.1.3.7. Key Personnel

	Solicitation Summary Request for Proposal Solicitation No. BPM005857 FENCING MATERIALS AND INSTALLATION SERVICES	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
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- 2.1.3.8. Organizational Profile
- 2.1.3.9. Proposed Subcontractors
- 2.1.3.10. Experience and Capacity Questionnaire
- 2.1.3.11. References
- 2.1.3.12. Method of Approach
- 2.1.3.13. Pricing Document – Excel File BPM005857 Pricing Document

- 2.2. The State may issue a Solicitation Amendment at any time after solicitation publication, and before the proposal due date. It is the responsibility of the supplier/offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

	Scope of Work Request for Proposal Solicitation No. BPM005857 FENCING MATERIALS AND INSTALLATION SERVICES	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
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1. PURPOSE

- 1.1. The State of Arizona (the State), its Agencies (State) as well as Participating Members of the State Purchasing Cooperative (Co-op), have an ongoing requirement for various fencing materials and installation services, including fencing rentals, as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State Agencies and its Cooperative Members may acquire these products and services. The contract(s) shall be available for use by all State Agencies, Boards, Commissions as well as State Purchasing Cooperative Members, collectively hereinafter referred to as Eligible Agencies. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).
- 1.2. It is the intent of the State to award multiple contracts for these services on an as needed basis.

2. SCOPE OF WORK SUMMARY

- 2.1. The Contractor shall be responsible for furnishing all services, labor, materials, equipment, tools, insurance, permits, and fees (in any) necessary to render the services according to the scope of services set forth herein.

3. SCOPE OF SERVICES

3.1. Materials

- 3.1.1. All supplies, materials and equipment used in the performance of this contract shall be of the type and quality used in commercial fence replacement or rentals services and shall be maintained in good operating condition at all times.

3.2. Pricing

- 3.2.1. Pricing shall include materials, delivery and installation.
- 3.2.2. Product shall be FOB shipping point. Delivery and shipping charges stated.
- 3.2.3. Upon completion of each individual project, the Contractor will submit to the State a detailed invoice to include all itemized materials, work performed and labor hours used to complete the project.

	Scope of Work Request for Proposal Solicitation No. BPM005857 FENCING MATERIALS AND INSTALLATION SERVICES	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
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3.3. Written Quotes

- 3.3.1. When a written quote is requested, the Contractor shall submit to the representative of the department requesting a detailed written estimate of the proposed services.
- 3.3.2. Contractor shall have written approval prior to proceeding with orders. It is understood and agreed that the Eligible Agencies and Co-ops have the right to reject the written quotation.
- 3.3.3. Written quotes shall be submitted within three (3) business days of the initial request by the State. The Contractor shall submit an itemized not-to exceed price, giving a full description of the project for each project covered by the contract.
- 3.3.4. Written quotes shall list the location name and address. The project estimate shall list each and every item per bid specifications, i.e., bid items and quantities, all hardware items used, and labor. Each quote shall be submitted with the clear sketch or drawing indicating work being quoted showing distance, and direction and swing of any gates (if applicable).

3.4. Post Settings

- 3.4.1. All fence posts shall be set in concrete with no filler added. Concrete holding each post shall be crowned away from the post to shed water. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi.
- 3.4.2. Any changes to the requirements in 3.4.1 shall be at the request of the Eligible Agency or Co-Op only.

3.5. Miscellaneous Fittings

- 3.5.1. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153.

3.6. Electrical Grounds

- 3.6.1. Electrical grounds shall be constructed at 300-foot intervals and where any power line passes over the fence. The ground shall be installed directly below the point of crossing. The ground shall be accomplished with a copper clad rod

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8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of the ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

3.7. Fence Removal

- 3.7.1. When removing fence posts, the Contractor shall completely fill and compact post holes with dirt so they are level with the adjacent area. The Contractor shall not fill the post holes with the concrete removed from the old fence posts.
- 3.7.2. The Contractor will be responsible for removing and disposing of any existing fencing. Upon removal of existing fencing, the eligible agency or co-op requesting services reserves the option to retain fencing removed by the Contractor.
- 3.7.3. The Contractor must repair any irrigation damage caused by fence removal.

3.8. Warranty

- 3.8.1. All work shall conform to all existing governing authorities' codes and regulations. The work must be accomplished with professional methods and standards of the trade.
- 3.8.2. The Contractor shall inform the State of any extended warranties on materials and labor. Minimum 2-year warranty required on both materials & labor.
- 3.8.3. The Contractor assumes full responsibility for completion of the services stipulated for fence installation and repair services.

3.9. Temporary/Rental Fencing

- 3.9.1. Temporary/Rental fencing shall be put in place with stands and sand bags so as not to penetrate the ground.
- 3.9.2. The Contractor must repair any irrigation damage caused by fence installation or removal.

3.10. Labor & Installation

- 3.10.1. Work Hours: Normal working hours for this contract shall be from 7 a.m. to 6:00 p.m., Monday through Friday, excluding holidays unless otherwise written authorization from the State representative is given.

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- 3.10.2. The State reserve the right to question any job when the hours performed by the Contractor seem excessive for the work completed.
- 3.10.3. The Contractor shall visit job sites and be responsible for all field measurements and award of job conditions.
- 3.10.4. Installation shall be in compliance with all requirements and instruction of applicable manufacturer.
- 3.10.5. Installation shall be done in a neat workman-like manner. The fence shall follow the natural contour of the ground (no gaps under fence) in a straight line from one point (corner) to another unless otherwise noted on the drawing. Fence posts shall be plumb and the top rails shall be attached in a manner that forms a smooth horizontal alignment.
- 3.10.6. The Contractor must repair any irrigation damage caused by fence installation.

3.11. Safety

- 3.11.1. The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in and around the work area.
- 3.11.2. Execution of Work: The Contractor shall be responsible for performing the work necessary to meet the State standards in a safe, neat, and high-quality workmanlike manner using only accepted methods in carrying out the work and complying with all federal, state and local laws.
- 3.11.3. Loss control and safety: The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the State.
 - 3.11.3.1. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property.
 - 3.11.3.2. The Contractor shall make a special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.
 - 3.11.3.3. It is agreed that Contractor takes full responsibility for all security measures or controls needed for the safe use of the subject premises and that the State does not represent that the security

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measures taken by the Contractor are adequate for the purposes intended.

3.12. Cleanup

- 3.12.1. All furnishings and equipment shall be placed back in the original locations.
- 3.12.2. All work areas must be returned to original condition.
 - 3.12.2.1. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition.

Note – Any and all debris shall be removed from the premises. Construction debris, trash, etc., shall not be left or buried on site.

3.13. Scheduled Projects

- 3.13.1. The Contractor shall respond to the designated State representative within two (2) business days from the time the initial notification of a new job.
 - 3.13.1.1. Upon contact with the appropriate State representative, a walk-through of the proposed job site will occur within two (2) business days or as scheduled with the eligible agency or co-op representative.

3.14. Emergencies

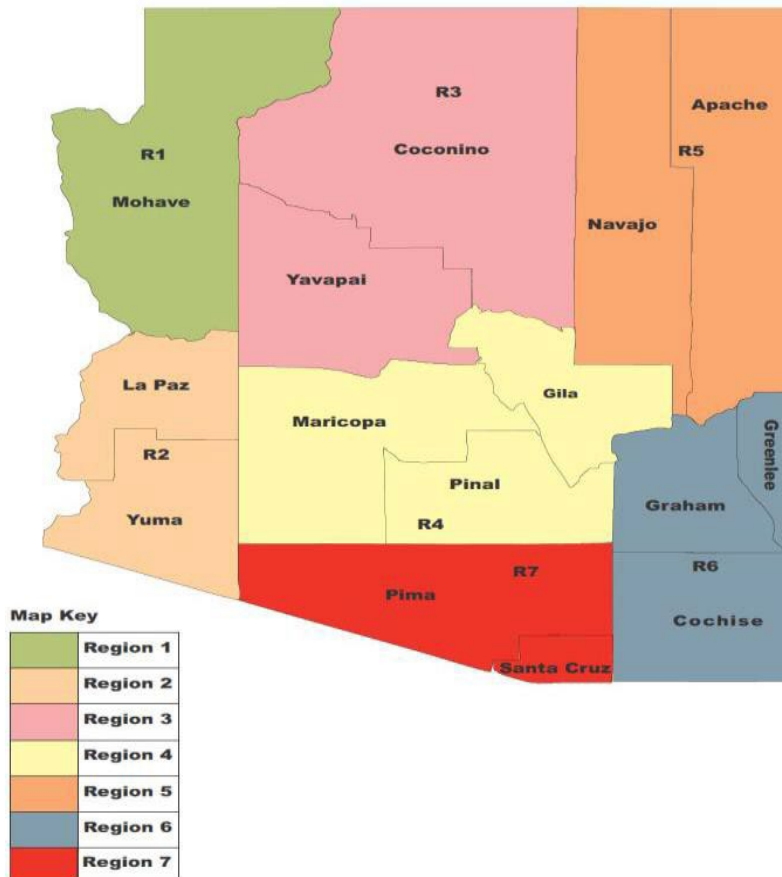
- 3.14.1. Should an event occur, resulting in possible harm to any person on State property, the State will be the first priority for any emergency fencing needs. The State of Arizona representative will determine what constitutes an emergency. The Contract must respond to a call for emergency work within two (2) hours.



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STATEWIDE REGIONS MAP



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1. Compensation method

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

2. Pricing

2.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in the **Attachment titled BPM004822 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 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.

2.3. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price

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of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

2.3.1. Initial Contract prices will be honored for one year after award of Contract.

2.3.2. All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

2.3.3. All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

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

2.6. Travel. Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3. Invoicing

3.1. 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.

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

- 3.2.1. Bill-to name and address
- 3.2.2. Contractor name and contact information
- 3.2.3. Remit-to address
- 3.2.4. Invoice number and date
- 3.2.5. State contract number
- 3.2.6. Order number (APP PO number)
- 3.2.7. Date the services performed
- 3.2.8. Applicable payment terms
- 3.2.9. Material or Service description (Itemized)
- 3.2.10. Quantity delivered or performed
- 3.2.11. Line-item unit of measure
- 3.2.12. Item price
- 3.2.13. Extended pricing
- 3.2.14. Taxes (as a separate invoice line item)
- 3.2.15. Mailing fees (if applicable)
- 3.2.16. Total invoice amount due

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

- 3.3.1. Materials or Services that have not been authorized on an acknowledged Order;
- 3.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
- 3.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

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

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

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

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

3.5.2.1. are sent to an incorrect address;

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

3.5.2.3. are payable to any Person other than the Contractor.

3.5.3. 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.

4. Payments

4.1. 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

4.2. 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.

4.3. Recovery of overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.

4.4. Payment to subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

4.5. Purchasing card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of the Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

4.6. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/afis/vendor-information>

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[Special Terms and Conditions](#)

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

1. Definition of Terms: As used in the Contract, the terms listed below are defined as follows:
 - 1.1. Acceptance: The document titled "Offer and Acceptance Form" bearing the state contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
 - 1.2. Accepted Offer:
 - 1.2.1. then "Accepted Offer" means the Offer.
 - 1.3. Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq.* and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.* There is additional information in the Solicitation Instructions regarding how to access these state statutes and rules.
 - 1.4. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: <https://azdor.gov/transaction-privilege-tax-tp>
 - 1.5. Attachment. Any item that:
 - 1.5.1. The Solicitation required Offeror to submit as part of the Offer;
 - 1.5.2. Was attached to an Offer when submitted; and
 - 1.5.3. Was included in the Accepted Offer.
 - 1.6. Pricing Document: The Pricing Section of the Special Terms and Conditions; provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
 - 1.7. Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.



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- 1.8. Contractor: The Person identified on the Accepted Offer who has entered into the Contract with the State.
- 1.9. Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.10. Eligible Agency:
- 1.10.1. If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.
- 1.10.2. If the Special Terms and Conditions indicate that the Contract is a mandatory contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.11. Instructions to Offerors: "Instructions to Offerors" means the Solicitation Instructions document of the Solicitation.
- 1.12. Order: The instrument by which the Eligible Agency authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an "Order": "Purchase order," "task order," "service order," or "job order".
- 1.13. The State's eProcurement System: The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State's eProcurement System—The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

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

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2. Contract Interpretations

2.1. Usage. Where the Contract:

- 2.1.1. assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractor’s respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.
- 2.1.2. uses the permissive “may” with respect to a party’s actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [*Definitions*]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.1.3. uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [*Definitions*]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.
- 2.1.4. uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;
- 2.1.5. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

- 2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out



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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.

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

2.2.2.1. Contract Amendments;

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

- (1) Special Terms and Conditions;
- (2) Exhibits to the Special Terms and Conditions;
- (3) Uniform Terms and Conditions;
- (4) Scope of Work;
- (5) Exhibits to the Scope of Work;
- (6) Specifications; and
- (7) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

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

3. Contract Administration and Operation

3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for twelve (12) months unless canceled, terminated, or permissibly extended.



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3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3. Notices and Correspondence

3.3.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding State's eProcurement System Vendor Profile; and address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2. To State. Contractor shall address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the State's eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as "Purchaser" in the State's eProcurement System and via mail to the following mailing address:

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3.3.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.4. Signing of Contract Amendments. Contractor's counter-signature (or "approval" in the State's eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:

3.4.1. extension of the term of the Contract within the maximum aggregate term; or

3.4.2. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

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



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



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

3.7. Subcontract

3.7.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2. Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.

3.7.3. Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.8. Orders



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



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- 3.9.1.2. reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.
- 3.9.2. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice; State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.
- 3.9.3. State shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.
- 3.9.4. Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) "approving" the Order electronically in the State's eProcurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in the State's eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State's eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State's eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State's eProcurement System and if it does so the rejection will be void.
- 3.10. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State's eProcurement System. Orders 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:



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- 3.10.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;
 - 3.10.2. 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;
 - 3.10.3. As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or
 - 3.10.4. As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.
- 3.11. Work on State Premises
- 3.11.1. Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
 - 3.11.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].
- 3.12. Transitions



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- 3.12.1. During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.
- 3.12.2. Eligible Agency Buyers representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

4. Costs and Payments

- 4.1. Type of Pricing. Offeror shall include only firm, fixed pricing in the Offer.
- 4.2. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State.
- 4.2.1. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
- 4.2.2. Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.
- 4.3. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases.
- 4.3.1. Initial Contract prices shall be honored for one year after award of Contract.
- 4.3.2. All written requests for price adjustments made by the Contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the



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State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

- 4.3.3. All price adjustments will be implemented by a formal Contract Amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of the State.
- 4.3.4. State expects Contractors to use Lean Six Sigma principles to reduce costs in their supply chain, and not simply pass new costs on to the State. If a price increase is requested, State will ask for evidence that Lean Six Sigma principles and tools have been used by Contractor to attempt to reduce costs in advance of any request for a price increase under the Contract.
- 4.4. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include differences in pricing, begin, and end date of promotion along with the products covered.
- 4.5. Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.
- 4.6. Invoicing
- 4.6.1. Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity's purchasing tool/process.
- 4.6.2. Minimum Invoice Requirements. Every invoice shall include the following information:
- 4.6.2.1. Bill-to name and address;



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- 4.6.2.2. Contractor name and contact information;
 - 4.6.2.3. Remit-to address;
 - 4.6.2.4. Invoice number and date;
 - 4.6.2.5. State contract number;
 - 4.6.2.6. Order number (APP PO number);
 - 4.6.2.7. Material or Service description (itemized);
 - 4.6.2.8. Date(s) Services were performed or Materials were delivered;
 - 4.6.2.9. Applicable payment terms;
 - 4.6.2.10. Quantity delivered or performed;
 - 4.6.2.11. Line-item unit of measure;
 - 4.6.2.12. Item price;
 - 4.6.2.13. Extended pricing;
 - 4.6.2.14. Receipt for pass-through expenses (if applicable);
 - 4.6.2.15. Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
 - 4.6.2.16. Mailing fees (if applicable); and
 - 4.6.2.17. Total invoice amount due.
- 4.6.3. No Invoice Without Authorization. Contractor shall not seek payment for any:
- 4.6.3.1. Materials or Services that have not been authorized on an acknowledged Order;
 - 4.6.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 - 4.6.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.
- 4.6.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency using the form and/or process required by the ordering Eligible Agency 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.
- 4.6.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency Buyer may, at its discretion, reject any materially defective invoice.



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- 4.6.5.1. The ordering Eligible Agency Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.
- 4.6.5.2. Invoices will be deemed automatically rejected upon delivery if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.
- 4.6.5.3. The ordering Eligible Agency Buyer shall have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.7. Payments

- 4.7.1. **Payment Deadline.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one.
- 4.7.2. **Payments Only to Contractor.** Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.2 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.
- 4.7.3. **Payment.** The applicable Eligible Agency Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.



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- 4.7.4. Joint Checks or Direct Pay. Applicable Eligible Agency Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 4.7.5. Recovery of Overpayment. If applicable, Eligible Agency Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 4.7.6. Purchasing Card. Applicable Eligible Agency Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor. Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.
- 4.7.7. Automated clearing house. Applicable Eligible Agency Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/publications/forms>.

4.8. Applicable Taxes

- 4.8.1. Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
- 4.8.2. 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.



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5. Contract Changes

5.1. Assignment and Delegation

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

6. Risk and Liability

- 6.1. Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.
- 6.2. General Contractor Indemnification and Insurance Requirements
- 6.2.1. Contractor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "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



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intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

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

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

7. General Provisions for Services

7.1. Applicability. Article 13 applies to the extent the Work is or includes Services.

7.2. Additional Services. State at its discretion may modify the scope of the Contract by Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate



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in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.

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[Addendum A to the Special Terms and Conditions](#)

Insurance Requirements

1.1. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "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 judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

1.2. Insurance Requirements

- 1.2.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 1.2.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

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

1.3. Minimum Scope and Limits of Insurance

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Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1. Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000
 - a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2. Business Automobile Liability

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

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

1.3.3. Workers' Compensation and Employers' Liability

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

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

1.4. Additional Insurance Requirements

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

- 1.4.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 1.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5. Notice of Cancellation

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

1.6. Acceptability of Insurers

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

1.7. Verification of Coverage

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

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- 1.7.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 1.7.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.7.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8. Subcontractors

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

1.9. Approval and Modifications

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

1.10. Exceptions

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

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[Uniform Terms and Conditions](#)

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.2. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4. "Contractor" means any person who has a Contract with the State.
 - 1.5. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical Data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.6. "Days" means calendar days unless otherwise specified.
 - 1.7. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.8. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.9. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.10. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.11. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and

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performance, but does not include employment agreements or collective bargaining agreements.

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; then
 - 2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 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.

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- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in

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the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an ongoing basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9. Ownership of Intellectual Property
 - 3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
 - 3.9.2. "Government Purpose Rights" are:
 - 3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

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- 3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 3.9.3. “Government Purpose Rights” do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
- 3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
 - 3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
 - 3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
 - 3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor’s or its affiliates’ ownership of such pre-existing Materials.
- 3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.
- 3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else.

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The Contractor shall not use or release these materials without the prior written consent of the State.

- 3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15. Certifications Required by State Law.
 - 3.15.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
 - 3.15.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
4. Costs and Payments
 - 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
 - 4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

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4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

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

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

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;

4.6.2. Cancel the Contract; or

4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials,

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directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6. Risk and Liability

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

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be

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responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 6.4. Force Majeure.
- 6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

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

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

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

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

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

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged, and marked as the Contract may require; and

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7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Conformity to Requirements.

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

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

7.3.1.2. Be free from defects of material and workmanship;

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

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

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the

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course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

- 7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10. Performance in Public Health Emergency. Contractor warrants that it will:
 - 7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1. Identification of response personnel by name;
 - 7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
 - 7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

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7.11. Lobbying

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

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

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7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of

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nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports

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prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

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

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

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

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

10. Contract Claims

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

11. Arbitration

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



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1. Solicitation Inquiries

1.1. Submission of Inquiries

Except for technical inquiries about navigating and/or submitting proposals in the State's eProcurement system, the State is not responsible for responding to any inquiries submitted less than three (3) business days before the Bid/Offer due date and time.

1.2. Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least **three (3) days** before the Bid/Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

1.3. A Pre-Offer Conference will not be held at this time.

2. Submission of Offer: Required Offer Content

2.1. INITIAL SUBMISSION: Submit all of the Initial Offer content within our eProcurement system **APP**. Any questions during submission shall be directed to the APP Help Desk at 602-542-7600.

2.1.1. The initial Offer submission shall include the following documents:

2.1.1.1. Pricing shall be entered within the Excel document titled BPM005857 Pricing Document **AND** Offeror shall complete the Line Item in the Items (F) tab in APP by adding \$1.00 in order for the Offer to be considered.

2.2. BEST AND FINAL OFFER: A new round is created in APP for the submission of the Best and Final Offer (BAFO). The BAFO must contain all of the Attachments indicated in the applicable Procurement Officer request for a Submitted Offer. **Make revisions in response to the negotiations / discussions and Procurement Officer's Request for BAFO in all applicable documents and Attachment "Pricing" in the State's eProcurement system.** Offeror shall follow any additional instructions from Procurement Officer regarding requirements for BAFO responses.

2.2.1. An updated Solicitation Attachment "Offer and Acceptance Form" with the required signature and date must be uploaded.

2.2.2. The Offeror is required to **complete the APP Items (F) tab OR input \$1.00 for the line item in the Items (F) tab in APP** for the original offer **and** for the BAFO submission.



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3. Evaluation of Offers

3.1. Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors for the Solicitation are listed in their relative order of importance:

- 3.1.1 Cost - Maximum Points 350
- 3.1.2 Experience and Capacity of Offeror - Maximum Points 350
- 3.1.3 Method of Approach - Maximum Points 300



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1. Definition of Terms

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

- 1.1. "Arizona Procurement Code" means, collectively, Title 41 Chapter 23, et. sequitur, in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 et. sequitur in the Arizona Administrative Code (abbreviated "A.A.C.).

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

<https://spointra.az.gov/resources/procurement-regulations>

The Arizona State Legislature provides the official A.R.S. online at:

<https://www.azleg.gov/arstitle/>

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

- 1.2. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.3. "Best and Final Offer" (BAFO) means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.
- 1.4. "Clarifications" means, per A.A.C. R2-7-C313, communications between Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information. All clarifications shall be confirmed in a written offer.
- 1.5. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.6. "Contract Amendment" means a written document signed by Procurement Officer issued for the purpose of making changes in the Contract.
- 1.7. "Contractor" means any person who has a Contract with the State.
- 1.8. "Days" means calendar days unless otherwise specified.



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- 1.9. "eProcurement (Electronic Procurement)" means, per A.A.C. R2-7-101, the State's official electronic procurement system as authorized by the state procurement administrator under R2-7-201.
- 1.10. "Evaluation" means, per A.A.C. R2-7-316, the process whereby Procurement Officer will determine which responsive offers and best and final offers based on the evaluation criteria contained in the request for proposals are the most advantageous to State.
- 1.11. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
- 1.12. "Negotiation" means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.
- 1.13. "Not Susceptible for Award" means, per A.A.C. R2-7-C311, that the relevant offer has been determined by Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
- 1.14. "Offer" means a response to a solicitation.
- 1.14.1. "Initial Offer" means, Offeror's proposal submitted to State in response to the Solicitation, as initially submitted.
- 1.14.2. "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
- 1.14.3. "BAFO," as defined above.
- 1.14.4. Reference to "an Offer," "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.15. "Offeror" means a person who responds to a Solicitation.
- 1.16. "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.17. "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.
- 1.18. "Small Business" means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.



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- 1.19. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 1.20. "Solicitation Amendment" means a change to the Solicitation issued by Procurement Officer.
- 1.21. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.22. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

2. Inquiries

- 2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2.2. Solicitation Contact Person. Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the State's eProcurement System Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.
- 2.3. Submission of Inquiries. Submit all inquiries related to the Solicitation in the State's eProcurement System. Procurement Officer will not respond to inquiries received in any other manner.
 - 2.3.1. Submit technical inquiries about navigating and/or submitting proposals in the State's eProcurement System to the State's eProcurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov.
 - 2.3.2. Submit all other inquiries about the Solicitation using the "Discussions with Buyer" tab in the State's eProcurement System. Always refer to the appropriate Solicitation document by page and paragraph number.
 - 2.3.3. Check the Special Instructions to Offerors for the cut-off time for inquiries to Procurement Officer regarding this Solicitation.
- 2.4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.



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- 2.5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment made through the State's eProcurement System.
- 2.7. Pre-Offer Conference. If a pre-offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8. Persons With Disabilities. Persons with a disability may request reasonable accommodation, such as a sign language interpreter, by contacting Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.9. Instructions Order of Precedence: In case of any inconsistency, conflict, or ambiguity among the Solicitation Instructions to Offerors, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency:
- 2.9.1. Special Instructions to Offerors; and then
- 2.9.2. Standard Instructions to Offerors (RFP).

3. Offer Preparation

- 3.1. Electronic Documents.
- 3.1.1. The Solicitation is provided in an electronic format; State will not provide any printed copies or distribute the Solicitation in any other format.
- 3.1.2. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Obtain advance approval from the State's eProcurement Help Desk before submitting files in any other format. The maximum file size allowed is 25mbp.
- 3.1.3. SUPPLIER REFERENCE GUIDES are available at:
<https://spo.az.gov/app/supplier/QRG>.



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3.1.4. Upload all Solicitation Attachments as required, within the APP Prepare RFx Technical and Financial Questions Tab.

3.1.5. Prepare and submit your confidential information following the instructions beginning with Attachment 4 Confidential Information.

3.2. Deviations in Offer. When submitting an Offer, clearly indicate in writing any deviations from the Specifications or other Solicitation technical requirements documents. Any deviation not explicitly identified will be deemed void upon submission.

NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with material exceptions.

3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer, such as your duly authorized officer, executive, principal, or agent. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.

3.4. Exceptions to Terms and Conditions.

3.4.1. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the Solicitation may be rejected.

3.4.2. If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate "NO" on Solicitation Attachment "Conformance Statement" and provide the required justification. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.

3.4.3. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

3.5. Insurance and Bonds

3.5.1. Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in the Solicitation Attachment "Letter of Insurability".



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3.5.2. If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Addendum A of the Special Terms and Conditions [General Contractor Indemnification and Insurance Requirements] on the grounds that it is confidential information, then you must claim it as such and submit the necessary substantiated justification with each Offer using the Solicitation Attachment "Designation of Confidential Information" and as per Instruction 4.4 Confidential Documents below.

- 3.6. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.7. Cost of Offer Preparation. State will not reimburse Offeror or any of Offeror's prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.
- 3.8. Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9. Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 3.10. Disclosure. If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

4. Submission of Offer: Required Offer Content

- 4.1. Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system.
- 4.1.1. Submit each Offer online in the State's eProcurement System before the "Bid Opening Date" indicated for the "Solicitation No." State will not consider a proposal submitted by any other method other than the State's eProcurement System, and it will be deemed void upon submission. By A.A.C. R2-7-C307, State will not consider later offers. State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State's eProcurement System. If your proposal is not submitted correctly, completely,



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and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using the State's eProcurement System requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in the State's eProcurement System carefully, since the State's eProcurement System Help Desk cannot do any of the required actions for you.

- 4.1.2. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
- 4.2. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. **Failure to return an Offer and Acceptance form shall result in rejection of the Offer.**
- 4.3. Solicitation Amendments.
 - 4.3.1. As required under A.A.C. R2-7-C303(C), it is the offeror's responsibility to acknowledge every Solicitation Amendment issued as of the due date and time. Failure to acknowledge all solicitation amendments may impact your susceptibility for award.
 - 4.3.2. Amendments to the Solicitation create new rounds in APP. Check for APP alerts that notify if an amendment has been issued. You must acknowledge each round created by an amendment for your Offer in order for your Offer to be Responsive.
 - 4.3.3. In the event you have submitted an offer prior to a Solicitation amendment, you must acknowledge and upload your offer documents to the new round.
- 4.4. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall:
 - 4.4.1. Indicate on the Solicitation Attachment "Designation of Confidential Information" that your proposal contains such claimed confidential information; and,
 - 4.4.2. Separate the documents you claim to be confidential from the offer documents and upload them separately. Prepare to upload each confidential document as a separate confidential document in your response following the instructions in the Arizona Department of Administration Procurement page under Arizona Procurement Portal (APP) Suppliers Tab. Under the Quick Reference Guides / Solicitations, review the Adding Confidential Documents to an Offer/ Response.
 - 4.4.3. Upload each document you claim to be confidential separate from each other and follow the naming convention: Confidential - Supplement - Offeror File Name.



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- 4.4.4. **Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-103. The “Confidential Information Designation” Attachment must be accompanied by a detailed explanation as to why each item or category of items in the proposal should be designated confidential information.**
- 4.4.5. Submit Confidential Information/Documentation as a Supplement(s), with the following naming convention: Confidential - Supplement - Offeror File Name. **DO NOT** incorporate information you are requesting to be determined as Confidential in any other section of your response.
- 4.4.6. Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest.
- 4.4.6.1. If the designated information is determined to be confidential, Procurement Officer may request redacted documents.
- 4.4.6.2. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.

4.5. Attachment Forms

- 4.5.1. If an Attachment indicates that a “Form” is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer may be deemed Not Susceptible for Award if you submit an unofficial form.
- 4.5.2. If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states “See Attachment Name Supplement (#1 of 2)”, etc., and the additional document is clearly marked as “Attachment Name Supplement (#1 of 2),” etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such “additional” document as an individual file and name the file to match the document title.

NOTE (3): Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and



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might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation

- 4.6. Public Record. All Offers submitted and opened are public records and must be retained by the State for six (6) years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for any portions of such Offers deemed to be confidential by the State. Procurement Officer shall make the names of Persons who submitted offers available in the State's eProcurement System promptly after the opening date.

5. Responsibility, Responsiveness, and Susceptibility

- 5.1. Responsibility. In accordance with A.R.S. § 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror's responsibility, as well as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror's responsibility as well as susceptibility to Contract Award:
- 5.1.1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
 - 5.1.2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
 - 5.1.3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
 - 5.1.4. Legally qualified includes if the vendor or if key personnel have 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.
 - 5.1.5. Whether the Offeror promptly supplied all requested information concerning its responsibility;
 - 5.1.6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;



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- 5.1.7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
- 5.1.8. Whether the Offer limits the rights of the State;
- 5.1.9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 5.1.10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 5.1.11. Whether the Offeror provides misleading or inaccurate information.
- 5.2. Responsiveness and Susceptibility. Proposals shall contain sufficient information for the State to evaluate the proposal in accordance with the factors identified in the solicitation. Necessary components may include an indication of the Offeror's intent to be bound, price proposal, Solicitation amendments, bond and reference data as required.
 - 5.2.1. Proposal Content. The Offeror shall make a firm commitment to provide Materials and/or Services as required and proposed. The information contained in the Offer shall be: relevant to the service requirements stated in the solicitation; submitted in a sequence that reflects the scope of work section of this document; and include information relevant to the designated evaluation criteria.
 - 5.2.2. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.
- 5.3. Eligibility for Evaluation and Negotiation. Procurement Officer shall hold Negotiations with all offerors reasonably susceptible for award per A.A.C. R2-7-C314(C), unless explicitly stated otherwise in the Solicitation. Upon request, Offerors may revise offers based on Negotiations, provided that any revision is confirmed in writing. No changes to the Offer shall be accepted unless provided in writing.
- 5.4. If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C311(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.

6. Evaluation of Offers

- 6.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.



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- 6.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 6.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 6.4. Offer Acceptance Period. By submitting an Offer, you agree to hold it open for one hundred and eighty (180) days. The offer acceptance period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.
- 6.5. Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the State may request clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. All oral clarifications shall be confirmed in writing.
- 6.6. Oral Presentations. The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.
- 6.7. Cost or Pricing Data. Offerors shall promptly submit any cost or pricing data that Procurement Officer requests under A.R.S. § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may determine any of the following:
 - 6.7.1. Offer is rejected for failure to submit requested pricing data within the designated time frame under A.A.C. R2-7-704;
 - 6.7.2. Submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); or,
 - 6.7.3. Cost or pricing data is not defective under A.A.C. R2-7-705.
- 6.8. BAFOs. In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award. Procurement Officer will request a BAFO from any offerors with whom Negotiation has been conducted.
- 6.9. Financial Stability. You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may require documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award. Upon request, financial documents may be held confidential under A.R.S. § 41-2540(B).
- 6.10. Consideration of Exceptions. Procurement Officer may determine that your Offer is Not Susceptible for Award, if the Offer is conditioned on an exception to a material aspect of the



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Solicitation. Even if an exception is not material, your Offer may receive lower scores during evaluation if the exception is found to be significant by Procurement Officer.

- 6.11. Consideration of Cost. Regardless of the relative order assigned to cost in the Special Instructions 6.1 Evaluation Criteria, cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.
- 6.11.1. In the unusual - but possible - case that Offers receive equal scores for all other evaluation criteria, Offerors are on notice that cost may end up being the factor that determines which Offeror is awarded a contract.
- 6.11.2. Offerors are also on notice that, per A.R.S. § 35-154, it is against the law for the Procurement Officer to sign a contract that obligates the State for an amount that exceeds allocated and appropriated funds for the Contract.
- 6.12. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 6.12.1. Waive any minor informality;
- 6.12.2. Reject any and all Offers or portions thereof; or
- 6.12.3. Cancel the Solicitation.

7. Contract Award

- 7.1. Most Advantageous to the State. Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror(s) whose offer(s) is/are determined to be most advantageous to the State based on the stated evaluation factors set forth in the solicitation.
- 7.2. Number of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items, by group of line items, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
- 7.3. Contract Formation. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 7.4. Effective Date. The effective date of the Contract shall be the date designated on the Offer and Acceptance form or other official contract form as the start of the contract.
- 7.5. Contract Document Consolidation. State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation



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Documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any material change to the Solicitation or the Contract.

7.6. Viewing Awarded Contracts. To view awarded Contracts:

- Go to app.az.gov
- Select: State Contracts (Blue tab)
- Search using "Keywords:" enter name of solicitation Label and click on "Search". A listing of Contracts with the description (name of Contract Set) will appear below.
- To view a Contract, click on the pencil icon next to the Contract number.
- Contact Help Desk at 602-542-7600 for assistance.

8. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after Procurement Officer makes the procurement file available for public inspection. A protest shall include:

- 8.1. The name, address, email address and telephone number of the interested party;
- 8.2. The signature of the interested party or its representative;
- 8.3. Identification of the purchasing agency and the Solicitation or Contract number;
- 8.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 8.5. The form of relief requested.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN FENCE COMPANY OF ARIZONA, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$600,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rates as set forth in the State of Arizona Contract No. CTR069677.