SERIAL 05120 IGA SOFTWARE VALUE ADDED RESELLER

DATE OF LAST REVISION: June 19, 2008 CONTRACT END DATE: July 31, 2009

CONTRACT PERIOD BEGINNING AUGUST 01, 2005
ENDING JULY 31, ~~2008~~ 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SOFTWARE VALUE ADDED RESELLER**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract AD050028-A3. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at: http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2089003.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

05120

Contract

Solicitation #AD050028-A3

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Document Information

Type:	Supplier	Amendment:	No	Amend. #:	0
Requisition #:	ADSM-665T6C	Solicitation #:	AD050028-A3	Contract #:	AD050028-A3-1
Created By:	Notes Administrator/az.gov		Date Created:	07/26/2005	
PO Assigned:	Terry Linkous/Arizona State Procurement Office		Date Completed:	07/26/2005	
PM Assigned:	James Scarboro/Arizona State Procurement Office		PA Assigned:	Jean Clark/Arizona State Procurement Office	
Supplier Name:	ASAP Software Express Inc		Proposal #:	ADSM-69LKMF-1	
Gov't Entity:	Arizona State Procurement Office		Type:	Statewide	
Process Status:	Complete		Status:	Complete	

Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	08/01/2005	End Date:	07/31/2008
Term:	3 Year(s)	FOB:	As Specified
Payment Terms:	N30	Delivery:	5 A.R.O. Days
Contract Extension Allowed		Max Extension:	2 Year(s)

Solicitation Information

Title: Software Value Added Reseller Type: RFP

Description:

The State of Arizona is seeking a "best in class" supplier to supply the software products outlined in our attachment. Our goal is to accomplish our software acquisition in the most cost effective and efficient means possible. We seek a supplier/partner that will help us to achieve this goal.

During the past 12 months our total spend regarding the software covered by this Solicitation was approximately $37,000,000.00

Sections - Clauses

Special Instructions
Special Terms and Conditions
Uniform Instructions
Uniform Terms and Conditions

Other Data

* Offer & Acceptance
* Price Sheet
* BAFO

Attachments

AD050028-A3.pdf
BAFO 01 AD050028 ASAP Software Clarifications.pdf
BAFO 02 AD050028 ASAP Software Pricing Matrix.pdf
BAFO 03 AD050028 ASAP Software Catalog Pricing Template.pdf
Catalog Pricing Temp.xls
Pricing Matrix.xls
Scope of Work SVAR Final Rev.doc
Supplier Questions.doc
SVAR Amendment.doc
SVAR QUESTIONAIRE.doc

All Contracts

Contract #	Supplier	Title	Status	Start Date	End Date	A	A#
AD050028-A3-0	Main	Software Value Added Reseller	Complete	08/01/2005	07/31/2008	No	0
AD050028-A3-1	ASAP Software Express Inc	Software Value Added Reseller	Complete	08/01/2005	07/31/2008	No	0

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SPIRIT Help Desk (602) 542-7600 or please send comments or questions to the Site Administrator
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Software Value Added Reseller

Solicitation # AD050028-A3

Contact Information

Agency:	Arizona State Procurement Office	Agency Address:	100 North 15th Avenue Suite 104 Phoenix AZ 85007
Agency Phone:	(602)542-5511	Agency Fax:	(602)542-5508
Procurement Officer:	Rana Schultz/Arizona State Procurement Office		
PO Phone:	(602)542-9138	PO Fax:	(602)542-5508

Solicitation Information

Published Date:	2/15/05 11:20:40 AM	Close Date:	2/17/05 3:00:00 PM
Contract Type	Statewide	Solicitation Type	RFP
Conference Location	100 North 15th Avenue, Suite 104 Conference Room A, Phoenix, Arizona		
Conference Date:			

Description

The State of Arizona is seeking a "best in class" supplier to supply the software products outlined in our attachment. Our goal is to accomplish our software acquisition in the most cost effective and efficient means possible. We seek a supplier/partner that will help us to achieve this goal.

During the past 12 months our total spend regarding the software covered by this Solicitation was approximately $37,000,000.00

Amendment Information

This amendment is to claify that pricing submitted with proposals should be worked out in the attached spreadsheets. Pricing in the Price Sheet should mirror the spreadsheets (Pricing Matrix and the Catalog Pricing Temp). The commodity codes as well as the FP for the Contract type are NOT relevant. Spirit has no way to do a percentage of Cost.

Has the Price Sheet Been Changed?	No
Has the Questionnaire Been Changed?	No

Special Instructions

Catalog Pricing
Prices calculated by the offeror shall be entered on the price sheets (Pricing Matrix.xls) provided. Prices entered shall be computed using the same discount referenced by the offeror on the attachment provided. Failure to compute prices in this manner shall result in the offer being deemed non-responsive. In the event of contract award, the contractor shall furnish all items in the manufacturer's catalog, at the discount offered, using the referenced price list.

Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

Conformance with Terms and Conditions
Offerors shall provide an electronic document or file entitled 'AD050028' [Offeror Name], Conformance with Terms and Conditions. Multiple documents may be provided in a single file so long as this file is named in accordance with the aforementioned format and each of the included documents are similarly labeled differing only to indicate their respective contents. Offerors shall include in this document their response to all portions of the solicitation's Uniform Terms and Conditions and Special Terms and Conditions. Offerors shall clearly state their understanding and acceptance of all Uniform and Special Terms and Conditions, noting any exceptions they take, either within the text of the Uniform and Special Terms and Conditions or in a sub-section of such exceptions. Offerors taking exceptions may propose alternate language for the State's consideration. Exceptions taken to the Uniform and Special Terms and Conditions may negatively effect the State's evaluation of the offerors proposals.

Definition of Unit Measure
For the purpose of definition and clarification for this contract, the following codes have been established to abbreviate standard units of measure of line items contained herein:

CODES U/M DEFINITION

For each unit of measure established in the price sheet, the Unit of Measure (Each) shall mean each volume license agreement.

Delivery (Offeror Response)
Delivery is an important consideration and may be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be any variations in delivery time by item, offers must be clear in regard to those variations.

Discounts
A primary objective of this solicitation is to aggregate the leveraged buying power of the state with local governments and others authorized by law to use state contracts. Offerors shall consider this objective in the development of pricing offered.

Offerors shall offer volume discounts. Volume discounts may be applied per purchase order, cumulatively per customer agency, and cumulatively statewide. The offeror shall indicate the basis for applying the volume discount (s) on the bid document form. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be an additional discount applied to an individual purchase order over a dollar amount determined by the bidder. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency. Cumulative statewide volume discounts shall be additional discounts applied to all future orders once an established volume has been met under this contract for all state and non-state orders.

Offerors are encouraged to offer any and all types of discounts, rebates, special pricing, etc., that will result in reduced pricing to contract users. Additional discounts are encouraged and offered discounts may be considered in determining award.

Offerors shall offer discounts based on the multiple order of a single title or mixed title software to one location. Bidder shall determine volume price breaks with the manufacturer.

Offerors may also offer discounts for electronic access ordering, for prepayment plans, deposit accounts, and approval plans for agencies legally empowered to use them.

Discussions

In accordance with A.R.S. 41-2534, after the initial receipt of proposals, the State may conduct discussions with those

offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Documentation
Offeror shall submit any Master License Agreement, Volume License Agreements, and Dealer Authorizations with their offer.

Electronic Ordering Systems Option
Offeror(s) are encouraged to offer electronic ordering systems to all eligible agencies. These are systems that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting available through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal. Such systems shall not allow for purchase orders to be placed for non-contract or excluded items. Use of such systems shall be at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.

Those electing to offer an electronic ordering system to the State shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled Electronic Ordering Systems Option.

Additionally, knowing that the implementation and management of electronic ordering systems result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled Electronic Ordering Systems Option. Participation is optional, therefore maynot be used in the State's bid evaluation process.

Eligible Agencies (Statewide)
Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.

Evaluation
In accordance with the Arizona Procurement Code 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Pricing
Terms and Conditions
Company Expertise
Company Stability

1. Cost
2. Conformance to Terms &Conditions and to Scope of Work
3. Conformity to all Terms, Conditions and Instructions
4. Expertise, Experience, Areas of Past Performance (Offeror &Key Personnel)
5. Key Personnel/Qualifications
6. Methodology and Approach

Financial Stability
The Offeror must be financially stable and able to substantiate the financial stability of its company. The State requests that all Offeror's submit their Performance, Financial Report for fiscal year 03/04, and all references with their proposal. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any offeror who does not demonstrate financial stability sufficient for the scope of this contract award.

Information to be Furnished with Offer
The offeror must submit detailed specifications, circulars and all necessary data on the commodity or service(s) to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail.

Offeror must provide a sample invoice for a software order with processing included, as part of the supplier's offer.

Offerors shall enclose a sample credit memo.

Offerors must provide the State of Arizona with a copy of supplier's return policy and credit memo procedures in addition to samples of credit memo forms or other relevant documentation.

Offerors shall provide the State of Arizona with Year 2000 certification documentation with their response.
Two sets of Manufacturer/publisher/supplier catalogs for pricing schedules together with an explanation of the pricing structure available to the State may be required with the offer. A detailed explanation of the outlined samples can be found in the Statement of Work attached in this solicitation.

Approval Plan information to be included in the offer:
· Description of the profiling/library process for software subscriptions.
· Description of payment options
· Automation/local library system support (can the supplier provide electronic records and invoices; can they accept electronic records; can they provide online information concerning approval services).
· Other technical services such as physical processing or availability of cataloging records for software
· Select list of current customers

Samples of software and training guide/manuals (instruction sheets) may be required. If requested, offeror must demonstrate its system at a location designated by the state.

Failure to submit any of the above data may result in the rejection. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation.

New/Current Products

All equipment, materials, parts and other components incorporated in the work or an item covered by this resultant contract shall be new, or the latest model and of the most suitable grade for the purpose intended. Any and all work under this resultant contract shall be performed in a skilled and workmanlike manner.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by all subcontractors at all tiers.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Questionnaire Section

Offeror(s) should complete the entire questionnaire section of the Request for Proposal. The offerors responses should be in the form of a brief written narrative demonstrating the Offerors ability to satisfy the Statement of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

Solicitation Process

In accordance with R2-7-326, et seq., the State hereby issues this Request for Proposals (RFP), for the provision of Software Management and services as described herein. As provided under the Arizona Procurement Code, the State shall utilize a two-phase source selection process to evaluate and award a contract resulting from this solicitation.

PHASE ONE; OFFEROR CAPACITY AND SUSCEPTIBILITY

The purpose of Phase One is to receive and evaluate proposals in response to this solicitation, and to determine which of them is susceptible for contract award and consequently eligible for further discussions and consideration.

Phase One begins with the initial evaluation of proposals received in response to this solicitation. The State will evaluate all such proposals based on the evaluation criteria as stated herein; asking for clarifications as necessary while conducting all such evaluations. Phase One ends with a preliminary determination of those proposals that are susceptible for contract award. These offerors shall be notified and invited to participate in the subsequent phase of the solicitation. All other proposals determined unsusceptible shall be notified at this time as well.

PHASE TWO - DISCOVERY AND DISCUSSIONS

The purpose of Phase Two is to allow susceptible offerors time to gather information and engage the State in discussions regarding their proposal in response to this solicitation, and to determine which proposal is most advantageous to the State.

Phase Two of this process will begin with an initial meeting with each remaining susceptible offeror to discuss those aspects of their proposal that are of interest to the State and/or require further development. In this phase, susceptible offerors may request additional information, additional detail, facilities and personnel access; all of which will be monitored by the State. Information made available to any offeror during this phase shall be shared with all remaining susceptible offerors, such that the sharing of this information does not divulge material aspects of the offerors' proposals to the other susceptible offerors. Based on this exchange of information and discussions, the State will request from each of the susceptible offerors to revise their respective proposals and re-submit them as a Best and Final Offer. Phase Two ends upon receipt of the revised proposals. The State will again evaluate the susceptible proposals, using the same evaluation factors stated herein, and if it is in the best interest of the State to do so, award a contract to the susceptible offeror whose proposal was determined to be

the most advantageous to the State.

Special Educational Purchase Option

Offeror(s) are urged to offer additional discount (percent %) from list price to qualifying special educational institutions (e.g. K-12, Colleges and Universities). Those offering additional discounts shall do so by completing the solicitation questionnaire section entitled Special Educational Discount Option. Participation is required, therefore may be used in the State's bid evaluation process.

Specification

The specifications list the minimum acceptable requirements for the award of contract; however, it is required that the offeror shall enter the exact specification of the service in the space provided. This shall be considered a mandatory requirement of the solicitation. Failure to furnish all information shall warrant the bid incomplete and will not be considered for award.

State of Arizona Purchasing Card (P Card) Program Option

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees.

Those electing to participate in the State of Arizona purchasing card program shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program.

Additionally, knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program. Participation is optional, therefore will not be used in the State bid evaluation process.

Technical Information to be Furnished with Offer

At the time of submitting bids, each bidder shall submit complete technical information, graphs, photographs,diagrams, instruction manuals and other means to fully describe the service being bid. It is the responsibility of each vendor to provide ALL technical data addressing RFP specifications. Failure to do so will indicate vendor non-compliance to the relevant item in the RFP. It is NOT the responsibility of the State to request further technical data from the vendor to verify compliance to the detailed technical specifications. Failure to supply complete technical information SHALL BE sufficient cause for rejection of a proposal. All specifications provided MUST be stated as 'Minimum' specifications, not 'Typical' specifications. If not stated as 'Minimum', specifications provided will be assumed non-compliant.

Special Terms and Conditions

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

Catalogs/Contract Price Listing
As applicable, the contractor(s) shall be required to furnish to all requesting agencies and eligible political sub-divisions, catalogs at no cost which will outline contract prices.

Catalog/Price list, Maintenance (electronic/hard copy)
1. The contractor shall provide and maintain electronic and hard copy versions of all contracted catalog/price lists during the contract term. Electronic versions shall be in either of the following formats. No alterations, amendments or updates shall be allowed without prior approval by the State. This is covered in more detail in paragraph 4.

1.1. Internet versions available through a Universal Resource Locator (URL) link, or;

1.2. Portable Document Format (pdf) versions attached to the contract.

2. All versions shall list all products the contractor is authorized to sell under the contract along with clearly indicating, at a minimum the following:

2.1. The contract number;

2.2. Part numbers and descriptions (photos optional) of all contracted products or groups of products. Non-contracted products or groups of products shall either be deleted or clearly marked through as EXCLUDED FROM CONTRACT.

2.3. Pricing information;

2.4. The discount (percent %) from list price for each product;

2.5. Ordering information, Key Personnel; and

2.6. Service/Distribution points organized geographically by city or county (subcontractors).

3. The State Procurement Office, at its sole discretion, may maintain the contractor's electronic catalog/price list data or provide electronic links to it through our SPIRIT web-site. Regardless of the number and types of links to the contractor's electronic catalog/price list, the contractor shall ensure that all eligible agencies are able to access one, and only one, version of contracted catalog/price list.

4. Upon award and during the term of the contract the contractor shall not alter, modify or update either the electronic or hard copy versions of the catalog/price list without prior approval by the State (see revised replacement catalog price/list provision for additional requirements). Hard copy versions shall be made available to all requesting agencies. All associated cost shall be borne by the contractor.

Certifications
All key personnel when required shall provide evidence of their certification(s) relevant to the services provided under the contract.

Contract Extension
The contract term is for a two (2) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed 8 years

Contract Reports
1. The contractor shall be required to furnish the following reports to the State Procurement Office against this contract on a quarterly basis at no additional cost to the state:

1.1. Total contract usage reports: Identifying all eligible using agencies and total dollar volumes purchased by each eligible using agency during the reporting period. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

2. Reports shall be due at the end of each 3-month contract period to be furnished to the contract officer of record no later than 15 days after the end of each 3-month contract period.

3. The information contained in these contract reports and the accurate and timely submission thereof are critical

components used by the State. Failure by the contractor to submit accurate and timely contract reports against this contract may be cause for cancellation of the contract.

Contract Type (Firm)

Firm fixed price indefinite quantity.

Credit Reviews

The State of Arizona reserves the right to request a credit review on each Offeror and/or any subcontractors offered in their proposal. Such credit reviews will be considered 'confidential' information, and will be treated as such after evaluations and prior to contract award. Such credit reviews will not be available for public review.

Defective Products

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within seven (7) days of initial notification

Delivery (Days)

Delivery shall be made within 5 business days of receipt of a contract release order/purchase order.

Eligible Agencies (Statewide)

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

Estimated Contract Value

Contract purchases for all software totaled approximately $37,000,000.00 during a period of twelve (12) months.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of $1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of $2,000.000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;
Broad Form Property Damage (including completed operations);
Personal Injury;
Blanket Contractual Liability;
Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of $2,000.000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;
Employer's Liability (Coverage B): $ 1,000.000.00 each accident $1,000,000.00 each employee, $2,000,000.00policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of $ 5,000,000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:
Directors and Officers;
Errors and Omissions;
Medical Malpractice;
Druggists Professional;
Architects/Engineers Professional;
Lawyers Professional;
Teachers Professional;

Accountants Professional;
Social Workers Professional.

A. The State of Arizona shall be named as an Additional Insured as its interests may appear.

B. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

C. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

D. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 60 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

E. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

F. The policies required by the Commercial General and Business Automobile Liability Sections shall be endorsed to include the State of ARizona as additional insured and shall require that the insurance provided byt he contractor sahll be primary insurance and that any insurance carried by the State of Arizona shall be excess and not contributory insurance provided by the contractor.

G. In the case any work is subcontracted, the contractor will require all subcontractors to provide comparable insurance.

H. If the contractor is the State of Arizona, its departments, agencies, boards, and commissions, then the above shall not apply.

IT Architecture and Standards

The Government Information Technology Agency (GITA) of the State of Arizona is responsible by law for coordination of a statewide plan for information technology (IT) and development of IT policies, standards and procedures for state agencies. To support IT plan development and to facilitate continuous change toward standardized business processes and common, interoperable IT environments, the State developed an Enterprise Architecture (EA). Political subdivisions may follow some or all of the architecture or the standards, at their discretion. The EA and the standards can be accessed through GITA?s web page at http://www.gita.state.az.us/.

Technical standards developed under this program shall be followed by the contractor in all decisions and recommendations. The Enterprise Architecture and IT standards developed under GITA?s policies, standards and procedures program (PSP) are updated periodically to reflect changes in technology and the needs of the State. Contractor must remain current on its knowledge of the EA and IT standards. The contractor is encouraged to recommend updates to these standards from time to time.

Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

Lost Products

1. In the event that a product or groups of products are no longer available to the contractor by a manufacturer, the State may allow deletion of such products from the contract. The request may be submitted as any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request.

1.1. A formal announcement from the manufacturer stating the reason that the products are no longer available to the contractor. These should include but may not be limited to:

1.1.1. Contract agreement termination (agreements between the contractor and the manufacturer).

1.1.2. Product discontinuance, those having no named replacements by the manufacturer.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard catalog/price list updates to all eligible agencies at no additional cost to the State.

Manufacturer's Representative

Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards. The manufacturer, upon assignment by the state, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

New Products

1. The State, at its sole discretion may allow new products announced by manufactures represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request.

1.1. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.

1.2. Documentation from the manufacturer that cites the effected products by item number and description.

1.3. Documentation that provides clear evidence that the new products are those that are within an established contract group. NO OTHER PRODUCTS SHALL BE ALLOWED.

1.4. That states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percents %) form list price as existing products.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard catalog/price list updates to all eligible agencies at no additional cost to the State.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

Ordering Process

1. For the purposes of this contract, contract release order/purchase orders are those that are issued by an eligible agency any of the following forms:

1.1. Hard copy, one time only or blanket (term type) type;

1.2. Electronically transmitted through facsimile equipment;

1.3. Electronically transmitted as an e-mail attachment;

1.4. Electronically transmitted through a contractor?s Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

1.4.1. Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.

1.4.2. Use of such systems shall be at the sole at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.

1.5. Electronically through State?s or eligible agencies p-card program.

2. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in

accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

3. Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
and/or debarment of the contractor.

Ownership

All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

Performance Criteria

Products delivered under this contract shall strictly conform with the approved samples and shall comply with the parameters established in relation to the performance criteria.

Price Adjustment (Annual)

The State Procurement Officer may review a fully documented request for a pricing increase only after the contract has been in effect for (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. Any change to the catalog pricing structure shall be submitted monthly and must be approved by the State Procurement Officer.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

Response Time

Response time by the awarded contractor shall be within 8 working hours of notification by the using agency. Contractors facilities must be open for business and available to provide the services contained herein during the normal business hours of 8:00 AM till 5:00 PM Monday through Friday (excluding State holidays).

Revised or Replacement Catalog/Price lists

1. The State may review a fully documented request to incorporate a revised or replacement catalog/price increase list (i.e. manufacturer's price list) only on the anniversary or renewal date of the contract. The request shall be submitted from 90 to 120 days prior to the anniversary or contract renewal date and shall be supplemented with the following information. Failure to submit the request within the stated timeframe and/or failure to supply any of the following information with the request may result in the state not considering the request.

1.1. A declaration that affirms that the proposed catalog/price lists (i.e. manufacturer's price list) is one that:

1.1.1. Is a replacement or revision to the original, containing the same item groups as originally awarded.

1.1.2. Is regularly maintained by a manufacturer, distributor or contractor.

1.1.3. Is either published or otherwise available for inspection by customers.

1.1.4. Is one that states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

1.2. Pricing information, existing versus proposed, electronic and hardcopy formats that:

1.2.1. Identifies all products, by part number, SKU number, description and manufacturer that will experience increases from existing prices.

1.2.2. Displays a side by side comparison of pricing, existing vs. proposed increases.

1.2.3. Details the factors that were clearly unpredictable at the time of the original bid and that have a direct affect on the proposed increase. Newly published or revised catalog/price lists submitted without supplemental information may not be considered.

1.2.4. Identifies all products, by part number, SKU number, description and manufacturer that will experience decreases from existing prices.

1.2.5. Displays a side by side comparison of pricing, existing vs. proposed decreases.

1.2.5.1. The contractor shall also obligated to pursue price decreases in accordance with the price decrease provision contained herein.

1.3. Product Information (Deletions/Additions) existing versus proposed, electronic and hardcopy formats that:

1.3.1. Identifies all discontinued products, by part number, SKU number, description and manufacturer that are either no longer being manufacturer or are no longer available to the contractor.

1.3.2. Identifies all proposed product additions, by part number, SKU number, description and manufacturer

1.3.2.1. When pursuing product deletions or additions the contractor shall also supplement the request as required under product discontinuance new product provisions contained herein.

1.4. The State reserves the right to approve and entire catalog/price list (i.e. manufacturer's price list), portions thereof or to exercise an alternate option, whichever is deemed in the best interest of the state.

2. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard copy catalog/price list updates to all eligible agencies at no additional cost to the State.

Sales Promotions

1. In addition to decreasing contract pricing in accordance with the provision entitled price reductions, the contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision the contractor shall submit:

1.1. A formal request that identifies the affected contract product or product groups;

1.2. The promotional price vs. the existing contract price.

1.3. The start and end date of the sales promotion;

2. Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the contractor shall provide conspicuous notice of the promotion.

Service Levels

The State requires the Contractor to guarantee initial service levels and guarantee that, over the term of the contract, service levels will improve commensurate with the improvement in the industry as a whole because of the implementation of efficiency enhancing hardware and software technology or operations management processes.
Should the Contractor fail to provide all required services or deliver all required service levels, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, assessing liquidated damages from the Contractor to the State and declaring the Contractor in material breach.

SERVICE LEVELS - MEASUREMENTS

The State requires the Contractor to produce service level reports and measurement data to provide an objective basis for evaluating the Contractor's performance. Service level reports will also be used as a component of shared management that is a joint responsibility of the Contractor and the State as outlined in Section 8.1.4.2, ;Retained Management Responsibility and Authority.

The State requires the Contractor to provide all required summary service level reports routinely, on an aggregated and Agency-by-Agency basis as part of its normal management reporting to the State. The State will have the right to receive detailed Contractor service level reports and measurement data from the Contractor upon request. The State will have the right to receive additional Contractor service level data and reports, to the extent the State can define and the Contractor can reasonably provide.

All required measurement data, summary and detail reports and other requested information will be provided in a timely manner by the Contractor at no additional cost to the State.

SERVICE LEVELS; LIQUIDATED DAMAGES FOR NONPERFORMANCE

In the event that, during any consecutive thirty (30) day period, the Contractor fails to perform any required service, or any defined vendor service level falls one (1) percentage point or more below the target levels established as agreed upon by the Contractor and the State, the Contractor shall pay liquidated damages to the State, to compensate for the service level nonperformance. The amount of the liquidated damages will be determined based upon a formula to be set forth in the final definitive contract and will vary on the basis of the relative importance of the applicable required service or service level, and shall be a reasonable estimate of the damages incurred by the State due to the service level nonperformance.
The State may not consider any proposal from a Contractor that is unwilling to commit to paying liquidated damages to the State, in the event the Contractor fails to reasonably and timely perform the required services or fails to meet the agreed upon service levels.

SERVICE LEVELS; LIQUIDATED INCENTIVES

During the course of this contract, it is expected that the Contractor will have opportunities to help the State lower its overall software costs without adverse impact to the service levels. The State desires to align the incentives of the Contractor with those of the State, so that the Contractor is rewarded for identifying and implementing cost-saving initiatives. The State may, at its sole discretion, implement a program of liquidated incentives to pass a portion of the savings on to the Contractor.

Shipping F.O.B Statewide
Prices shall be F.O.B. Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
Social Responsibility of Offeror
Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. This could include, for example, subcontracts for creative development, media placement or printing services. Offerors who are offering to commit a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by completing the solicitation questionnaire section entitled 'Social Responsibility of Offeror.'
State Contract Show Availability
As a statewide contractor, the supplier is eligible to participate in an exhibition of products and services for the state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.
Subcontractors
Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.
Telephone Ordering Support
Contractor(s) shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.
Term of Contract (2 Years from Award)
The term of any resultant contract shall commence on the date of award and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
Training (General)
The contractor shall provide training to state personnel that will assure proper operation and utilization of the ordering system supplied. All manuals necessary for the required training shall be furnished by the contractor with each implementation of the ordering system.
Transition Period
The contractor shall attend transition meetings with the previous contractor if deemed necessary by the State. The State reserves the right to permit the previous contractor to complete necessary work or tasks currently in progress to aid in the transition process.
Usage Report
The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit per the attached Statement of Work.

The usage report shall be due at the end of each three month period of the contract term.
Warranty (90 Days)

All software supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 90 days from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.

Uniform Instructions

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

1.2 Contract
the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

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

1.4 Contractor
any person who has a Contract with the State

1.5 Days
calendar days unless otherwise specified.

1.6 Exhibit
any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer
bid, proposal or quotation.

1.8 Offeror
a vendor who responds to a Solicitation.

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

1.10 Solicitation
an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

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

1.12 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.

1.13 State
the State of Arizona and Department or Agency of the State that executes the Contract.

2 Inquiries
Inquiries

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

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

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

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

2.5 No Right to Rely on Verbal Responses

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

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

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the 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 an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

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

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the Statefor the purposes of reporting to appropriate taxing authorities, monies paid by the Stateunder this contract. If the federal identifier of the offeror is

a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;
3.13.2 Uniform Terms and Conditions;
3.1.3 Statement or Scope of Work;
3.13.4 Specifications;
3.13.5 Attachments;
3.13.6 Exhibits;
3.13.7 Special Instructions to Offerors;
3.13.8Uniform Instructions to Offerors.3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii.The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

1. Cost
2. Conformance to Terms &Conditions and to Scope of Work
3. Conformity to all Terms, Conditions and Instructions
4. Expertise, Experience, Areas of Past Performance (Offeror &Key Personnel)

5. Key Personnel/Qualifications
6. Methodology and Approach

5.1 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.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including anyof its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;
5.6.2 Reject any and all Offers or portions thereof; or
5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

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

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

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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
any item the Solicitation requires the Offeror to submit as part of the Offer.

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

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

1.4 Contractor
any person who has a Contract with the State.

1.5 Days
calendar days unless otherwise specified

1.6 Exhibit
any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity
a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials
all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

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

1.10 Services
the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

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

1.12 State
the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 State Fiscal Year
the period beginning with July 1 and ending June 30,

2 Contract Interpretation
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;
2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties
The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability
The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence
This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver
Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation
Contract Administration and Operation.

3.1 Records
Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination
The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit
Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing
The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

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

3.6 Advertising, Publishing and Promotion of Contract
The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State
Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property
Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments
Costs and Payments

4.1 Payments

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

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

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

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

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

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

4.4 Availability of Funds for the Next State Fiscal Year

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

4.5 Availability of Funds for the Current State Fiscal Year

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

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

Contract Changes

5.1 Amendments

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

5.2 Subcontracts

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

5.3 Assignment and Delegation

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

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

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

6.2 Indemnification

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

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification - Patent and Copyright

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

6.4 Force Majeure

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

6.4.2 Force Majeure shall not include the following occurrences:

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

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

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

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

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

6.5 Third Party Antitrust Violations

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

7 Warranties

Warranties

7.1 Liens

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

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

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

7.2.2 Fit for the intended purposes for which the materials are used;

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

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

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

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

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 the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.71 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.

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

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

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

8.2 Stop Work Order

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

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

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

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

remedy available to it.

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

Contract Termination

9.1 Cancellation for Conflict of Interest

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

9.2 Gratuities

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

9.3 Suspension or Debarment

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

9.4 Termination for Convenience

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

9.5 Termination for Default

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

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

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

9.6 Continuation of Performance Through Termination

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

10 Contract Claims

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

11 Arbitration

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

Software Value Added Reseller

Solicitation # AD050028-A3

Price Sheet

Instructions

Please provide pricing information in the attached spreadsheet. The answers attached in your spreadsheet should match the pricing in the Price Sheet in this solicitation. For Example : MS Agreement Price 1.0% Each.

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Pricing	Qty	UOM
1	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
2	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
3	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
4	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
5	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
6	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
7	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
8	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
9	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
10	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
11	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
12	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
13	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
14	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
15	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each
16	0208-0020 0208-0020-0001	Business Software, Misc.: Agenda, Labels, Mail List, Planning, Scheduling, etc. PC DOC Software, Client License	FP	0	Each

Software Value Added Reseller

Solicitation # AD050028-A3

Offer

TO THE STATE OF ARIZONA

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

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. _____

Federal Employer Identification No. _____

Location Information

Company Name: _____

Address: _____

_____

_____

Clarification Information

Name: _____

Phone: _____ Fax: _____

Signature

Name: _____ Date: _____

Title: _____

Signature: _____

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization __ is __is not a small business with less than 100 employees or has gross revenues of $4 million or less.

Acceptance

The Offer is hereby accepted.

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

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

State of Arizona Awarded This _____ day of _____ _____

Procurement Officer: _____

Certificate of Insurance

Supplier Name: _____

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency	Company Letter	Companies Affording Coverage
	A	
	B	
Name and Address of Insured	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURANCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury	$1,000,000		Comprehensive General Liability Form		
--Per Person	$1,000,000		Premises Operation		
Each Occurance	$1,000,000		Contractual		
Property Damage	$2,000,000		Independant Contractors		
--OR--	_____	_____	Products /Completed Operations Hazard		
Bodily Injury	$2,000,000		Personal Injury		
--AND--	$1,000,000		Broad Form Property Damage		
Property Damage	$2,000,000		Explosion &Collapse (if applicable)		
Combined	$2,000,000		Underground Hazard (if applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owner (if applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits	$2,000,000		Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder

_____

_____

Date Issued: _____

_____
Authorized Representative

ASAP Software Express, Inc.
850 Asbury Drive
Buffalo Grove, Illinois 60089

PRICING MATRIX

	% MARKUP OVER MANUFACTURER COST	
Microsoft Select Items	-0.50%	
All Computer Associates Products	0.50%	
All Adobe Products	0.50%	
All Autodesk Products	0.50%	
All Citrix Products	0.50%	
All Corel Products	0.50%	
All Crystal Decisions/Business Objects Products	0.50%	
All Executive Software Products	0.50%	
All IBM/Lotus Products	0.50%	
All Network Associates Products	0.50%	*
All Novell Products	0.50%	*
All Symantec Products	0.50%	
All Trend Micro Products	0.50%	
All Veritas Products	0.50%	
3rd Party Direct SW Products This is COTS software	2.00%	

List any additional charges related to your response below with explanation and RFP line reference.

* The current State of Arizona contract currently allows for end-user pricing for Novell MLA and Network Associates products to be established via negotiations directly between the software publisher and the State of Arizona. In these cases, ASAP will provide pricing to Arizona entities with 0.00% markup beyond that negotiated price level. For other Novell and Network Associates transactions not covered by those programs (such as purchases off a Novell VLA or CLA rather than the MLA), ASAP will offer the markups specified above.

All markups above will be applied to any software licensing or shrinkwrap software offered by the named software publishers.

Additional pricing information, including information regarding additional discounts available to educational institutions, may be found within our responses to section V and VI of the Questionnaire.

ASAP Software has completed this Pricing Matrix as a direct response to the solicitation. We have also provided a similar response in the Catalog Pricing Template. Through Arizona's Spirit application, we have completed the "Price Sheet" (item 2 in the To Do List) by entering in $0.00 for each commodity. This should not imply that we are selling anything for $0.00. Because there was no other place to complete a % above cost factor, we have provided that information in this Pricing Matrix, as well as the Catalog Pricing Template.

Upon contract award, up-to-date product descriptions and unit pricing for specific products will be maintained on our website at www.asap.com

Local Address:
2375 E. Camelback Road
Phoenix, AZ 85016

ASAP Software Express, Inc.
850 Asbury Drive
Buffalo Grove, Illinois 60089

Manufacturer Name	Product Type	Product Description	Quantity	Price Per Unit USD	Extended Price USD	Publishers Price/SVAR Cost Per Unit	% Markup Over Manufacturer Cost
Microsoft Select Items							-0.50%
All Computer Associates Products							0.50%
All Adobe Products							0.50%
All Autodesk Products							0.50%
All Citrix Products							0.50%
All Corel Products							0.50%
All Crystal Decisions/Business Objects Products							0.50%
All Executive Software Products							0.50%
All IBM/Lotus Products							0.50%
All Network Associates Products *							0.50%
All Novell Products *							0.50%
All Symantec Products							0.50%
All Trend Micro Products							0.50%
All Veritas Products							0.50%
3rd Party Direct SW Products (COTS software)							**2.00%**

* The current State of Arizona contract currently allows for end-user pricing for Novell MLA and Network Associates products to be established via negotiations directly between the software publisher and the State of Arizona. In these cases, ASAP will provide pricing to Arizona entities with 0.00% markup beyond that negotiated price level. For other Novell and Network Associates transactions not covered by those programs (such as purchases off a Novell VLA or CLA rather than the MLA), ASAP will offer the markups specified above.

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Upon contract award, up to date product descriptions and unit pricing for specific products will be maintained on our website at www.asap.com.

Local Address:
2375 E. Camelback Road
Phoenix, Arizona 85016

05120

Contract

Solicitation #AD050028-A3

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Document Information

Type:	Supplier	Amendment:	Yes	Amend. #:	6
Requisition #:	ADSM-665T6C	Solicitation #:	AD050028-A3	Contract #:	AD050028-A3-1-A6
Created By:	Notes Administrator/az.gov		Date Created:	04/03/2008	
PO Assigned:	Doug Milford/ADSM-5KAM9N		Date Completed:	05/08/2008	
PM Assigned:	Doug Milford/ADSM-5KAM9N		PA Assigned:	James Scarboro/ADSM-5KAM9N	
Supplier Name:	ASAP Software Express Inc		Proposal #:	ADSM-69LKMF-1	
Gov't Entity:	Arizona State Procurement Office		Type:	Statewide	
Process Status:	Complete		Status:	Complete	
Total/Not to Exceed Cost:	0.00		External Contract:		

Contract Information

Start Date:	08/01/2008	End Date:	07/31/2009
Term:	1 Year(s)	FOB:	As Specified
Payment Terms:	N30	Delivery:	5 A.R.O. Days
Contract Extension Allowed		Max Extension:	2 Year(s)

Amendment Information

Amendment 6

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended for the period of one (1) year from August 1, 2008 to July 31, 2009.

All other Terms and Conditions shall remain the same.

Amendment 5

This amendment is to clarify the services available under contract (AD050028). Customers may purchase services from a Software Supplier through ASAP IF that Supplier is the ONLY provider of those services. If those services are available through another supplier, regardless of whether or not those services are available on an existing contract, the customer may not use AD050028 to purchase those services. Services purchased under this contract shall be limited to a current or previous software purchase. The only services allowed would be maintenance, technical support,configuration services,installation services, and training. Consulting services are outside the scope of this contract.

All other terms and conditions shall remain unchanged.

AMENDMENT NO. 4

The Contract is hereby reorganized to "Contract AD050028-A3-1-A4 to facilitate customer use. Any discrepancy between the reorganized Contract and the solicitation documents,the solicitation documents prevail.

This amendment will furthermore clarify the Special Terms and Conditions titled Contract Extension and Term of Contract. Henceforth the Term of this Contract shall be regarded as 3 years with extensions available in 12-month increments for an additional 5 years. This will not change the current contract dates.

All other Terms and Conditions shall remain in their entirety.

AMENDMENT NO. 3

The "3rd Party Direct SW Products" definition is clarified to include all other computer software not specifically identified within the pricing matrix. New or existing software products can be added to this category at any time during the term of the Contract by ASAP Software Express Inc without the written

consent of the Procurement Officer as long as the agreed upon pricing structure under this Contract is maintained and all Terms and Conditions under this Contract are upheld.

The Contract is hereby amended to include the Oracle software price list contained within attachment "Oracle Price list.pdf".

All other Terms and Conditions remain in effect.

AMENDMENT NO. 2
The Contract is amended to reflect the original End Date when the original Contract was created. Amendment No. 1 inadvertantly changed the End Date, which is now being reset to the correct date with Amendment No. 2.

All other Terms and Conditions remain unchanged.

AMENDMENT NO. 1

The Contract is amended as described in attachment AD050028-A3-1-A1.pdf to clarify allowed services under this Contract.

All other terms and conditions remain unchanged.

Contract Reassignment
N/A
Contractor Amendment Approval
Contract Amendment approved by Alison Turner/000002390 on 05/08/2008 at 03:04:58 PM

Solicitation Information

Title: Software Value Added Reseller Type: RFP
Description:
The State of Arizona is seeking a "best in class" supplier to supply the software products outlined in our attachment. Our goal is to accomplish our software acquisition in the most cost effective and efficient means possible. We seek a supplier/partner that will help us to achieve this goal.
During the past 12 months our total spend regarding the software covered by this Solicitation was approximately $37,000,000.00

Clauses

Sections - Clauses
Special Instructions
Special Terms and Conditions
Uniform Instructions
Uniform Terms and Conditions
Other Data
* Offer & Acceptance
* Price Sheet
* BAFO

Attachments

Contract AD050028-A3-1-A4.doc
Insurance - ASAP.pdf
Microsoft Enterprise Agreement.zip

All Contracts

Contract #	Supplier	Title	Status	Start Date	End Date	A	A#

AD050028-A3-0	Main	Software Value Added Reseller	Complete	08/01/2005	07/31/2008	No	0
AD050028-A3-1	ASAP Software Express Inc	Software Value Added Reseller	Complete (Cancelled)	08/01/2005	07/31/2008	No	0
AD050028-A3-1-A1	ASAP Software Express Inc	Software Value Added Reseller	Complete (Cancelled)	11/23/2005	11/22/2008	Yes	1
AD050028-A3-1-A2	ASAP Software Express Inc	Software Value Added Reseller	Complete (Cancelled)	08/01/2005	07/31/2008	Yes	2
AD050028-A3-1-A3	ASAP Software Express Inc	Software Value Added Reseller	Complete (Cancelled)	08/01/2005	07/31/2008	Yes	3
AD050028-A3-1-A4	ASAP Software Express Inc	Software Value Added Reseller	Complete (Cancelled)	08/01/2005	07/31/2008	Yes	4
AD050028-A3-1-A5	ASAP Software Express Inc	Software Value Added Reseller	Complete	08/01/2005	07/31/2008	Yes	5
AD050028-A3-1-A6	ASAP Software Express Inc	Software Value Added Reseller	Complete	08/01/2008	07/31/2009	Yes	6

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