

**SERIAL 05122 IGA ANNUAL REQUIREMENTS FOR FIBER OPTIC TRANSMISSION
EQUIPMENT**

DATE OF LAST REVISION: May 14, 2008

CONTRACT END DATE: February 22, 2009

**CONTRACT PERIOD BEGINNING JULY 27, 2005
ENDING ~~FEBRUARY 26, 2006~~
~~FEBRUARY 22, 2007~~
FEBRUARY 22, ~~2008~~ 2009**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for ANNUAL REQUIREMENTS FOR FIBER
OPTIC TRANSMISSION EQUIPMENT**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona Department of Transportation Contract ADOT#T05-43-00019. 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 7252301.

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



STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
PROCUREMENT GROUP



NOTICE OF REQUEST FOR PROPOSALS
SOLICITATION NUMBER: T05-43-00019

OFFER DUE DATE: December 9, 2004 AT 3:00 P.M. MST

DESCRIPTION: Annual Requirements Of Fiber Optic Transmission Equipment Replacement Parts, Repair and Installation.

PRE-OFFER CONFERENCE: There will not be a Pre-Offer Conference for this Solicitation

Bid Opening and Submittal Location: Arizona Department of Transportation
 Procurement Group
 1739 W. Jackson Street Suite A, Mail Drop 100P
 Phoenix, Arizona 85007

In accordance with A.R.S. §41-2534, Request for Proposals for the materials or services specified will be received by the Arizona Department of Transportation Procurement Group at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Transportation Procurement Group on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed package with the solicitation number and the offeror's name and address clearly indicated on the package. Additional instructions for preparing an offer are provided in the Uniform and Special Instructions to Offerors as contained within this notice.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Designated Agency: Arizona Department of Transportation
Type of Contract: Firm Fixed
Term of Contract: 1 Year with Option to Renew

Phone: 602-712-6455
Date: November 9, 2004

David J. Minton
 Contract Officer

“An Equal Employment Opportunity Agency”

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination and of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

TABLE OF CONTENTS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

<u>Section</u>	<u>Page</u>
Notice	i
Table of Contents	ii
1. SCOPE OF WORK	1
2. UNIFORM TERMS AND CONDITIONS	6
3. SPECIAL TERMS AND CONDITIONS	18
4. UNIFORM INSTRUCTIONS TO OFFERORS	30
5. SPECIAL INSTRUCTIONS TO OFFERORS	37
6. EXHIBITS	
6.1 CERTIFICATE OF INSURANCE	42
7. ATTACHMENTS	
(Return the following required information with Offer)	
7.1 OFFER AND CONTRACT AWARD SHEET	43
7.2 PRICE SHEET	44
7.3 REFERENCES	45
7.4 STATE OF ARIZONA SUBSTITUTE W-9 FORM	46

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

1.0 INTRODUCTION

Pursuant to the Provisions of the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State intends to establish a contract for the procurement, parts repair, and installation of Fiber Optic Transmission Equipment in support of the Arizona Department of Transportation (ADOT) Freeway Management System (FMS). The following sections specify the functional and performance requirements for the Fiber Optic field equipment, parts repair and installation services required.

2.0 REPLACEMENT PARTS, REPAIR AND INSTALLATION

ADOT currently utilizes Fiberlign/iMPATH Networks fiber optic components in ten node sites within the Phoenix Metropolitan area, which transmit video images to the Traffic Operations Center. The equipment referenced in this section has been installed and functioning for approximately twelve years. As some of these components are no longer manufactured by Fiberlign/iMPATH Networks, ADOT will need the successful vendor(s) to repair malfunctioning components if possible. If the malfunctioning component cannot be repaired, the successful vendor(s) will recommend the most cost effective replacement component to return the node to full functionality.

3.0 SOLICITATION OBJECTIVES

ADOT has identified the need to purchase, through the use of these procurement contracts, fiber optic transmission equipment and related services that will improve the operation of the nodes in ADOT's existing Freeway Management System. In order to provide uniformity and continuity in the improvement of its fiber optic equipment, ADOT is seeking an established fiber optic vendor(s) to provide commercial, off-the-shelf, factory-manufactured fiber optic equipment. The selected vendor(s) would then supply the Department with fiber optic transmission equipment each year under a multi-year procurement contract, as well as perform parts repair and installation services.

The purpose of the contract(s) is three-fold: 1) provide standard fiber optic and associated equipment that will result in uniformity of the equipment in the current system, 2) ensure a high level of performance for the fiber optic system, and 3) establish standards for equipment and repair services which can be applied to future expansions of the fiber optic system.

Expected benefits of this approach include:

1. Improved System Performance
2. Reduced Maintenance Requirements
3. More Rapid Repair of fiber optic Equipment
4. Consistent Equipment Performance
5. Reduced Training Needs

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

6. Stable Long Term Equipment Prices from vendors
7. Reduced Life Cycle Costs

4.0 DELIVERY OF MATERIALS

All materials shall be suitably packed and shipped freight prepaid FOB Arizona to the location shown below, unless otherwise stated by the Department (e.g. installed equipment).

All materials ordered pursuant to this contract shall be delivered to the location specified by the Department within 30 days of order placement by ADOT. The vendor shall be responsible for any risk of loss or damage until the Department has accepted the materials in writing.

5.0 SUPPORT SERVICES

The following section details the vendor(s) responsibilities for support services required to improve the existing fiber optic system and maintain field equipment. Traffic control will not be required for this contract.

5.1 Repair Service

The vendor shall offer repair services for existing fiber optic equipment. All repairs must be completed using manufacturer-approved service procedures only. The sequence of work for repair services shall be as follows:

1. In some cases the vendor(s) shall be required to remove non-functional or suspect fiber optic equipment from a node site and deliver the non-functional or suspect equipment to the vendor's established shop facility for repair.
2. The vendor will accept the equipment and fill out a work order/receipt form.
3. The vendor will bench test and troubleshoot the equipment.
4. The vendor will advise whether the equipment can be repaired and provide a cost estimate and schedule for the proposed repair. The cost estimate for the proposed repair shall be based on the labor rates quoted in the proposal. The repair procedure may include return of the equipment to the manufacturer for repair or replacement.
5. ADOT will determine whether to proceed with the repair.
6. After repair work is completed, the vendor will thoroughly bench test the unit prior to returning the equipment to ADOT.

**SECTION 1
SCOPE OF WORK**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

7. The vendor will deliver the unit to ADOT within 10 days of receipt of a notice to proceed with the repair. ADOT will return it to service in the field or place it in inventory for future use.

The successful vendor(s) shall offer repair services during normal business hours, Monday through Friday 8:00 a.m. to 5:00 P.M. (excluding State observed holidays). The vendors repair facility shall be equipped with test benches, test equipment, soldering equipment, and other tools and equipment commonly associated with an electronic/fiber optic service facility.

Service Technicians shall have an A.A. in electronics technology (or equivalent training) and a minimum of two years experience servicing fiber optic equipment.

The vendor(s) repair facility shall have a local phone number that is answered by a live operator during normal working hours five days per week.

All repair work shall utilize only manufacturer-approved repair procedures and shall not include any modifications to the manufacturers design.

Use the form provided in Attachment 7.2 Price Sheet to indicate whether repair service is available for ADOT's current equipment. Whether repair service is available or not, indicate a recommended replacement part and its price. (See Attachment 7.2) Part number and partial part numbers listed below represent the best available description of the current fiber optic equipment and are used for identification only. The use of manufacturer names and part numbers is not intended to procure proprietary parts, equipment or services. The list of parts presented below is a partial list; repair services may also be required for other fiber optic equipment.

<u>PART NUMBER</u>	<u>DESCRIPTION</u>
900-005896-001	FDM MODULATOR VIDEO
900-005898-001	FDM DEMODULATOR VIDEO
500-006017-001	FDM POWER SUPPLY
900-005906-001	FDM OPTICAL TRANSMITTER OPTIX1
900-006061-001	FDM OPTICAL RECEIVER OPRX1
900-006328-001	FDM DS-1E CARD DSI
900-005901-001	FDM MUX SERVICE UNIT MSU
900-005962-001	TDM VT-L1 LINE INTERFACE

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

900-005955-001	TDM VT-232 CARD
900-005969-001	TDM VT-SI TELEPHONE CARD
900-005976-001	TDM VT-RING GENERATOR
900-005943-001	TDM POWER SUPPLY VTPS50
900-005950-001	TDM 1.5E ELECTRICAL CHANNEL SERVICE UNIT
900-005803-001	FDM TERMINATION CARD
900-005902-001	FDM MAIN FRAME
900-005939-001	TDM MAINFRAME
900-006018-001	TDM FILLER CARD

MISC PARTS (AS REQUIRED)

5.2 Field Repair Service

The vendor shall offer a Field Repair Service to diagnose, troubleshoot and repair fiber optic problems reported by ADOT. The vendor shall dispatch a service technician within 48 hours (except weekends and holidays) of the ADOT request. All repairs must be completed using factory approved service procedures only. The field repair crew shall include at least one experienced electronic technician with experience in fiber optic operations and maintenance and a service truck or van equipped with the necessary diagnostic and repair equipment.

The sequence of work for Field Service shall be as follows:

1. ADOT will identify the inoperable node site and request field repair service.
2. The vendor will dispatch a truck and a field technician to diagnose and troubleshoot the fault within 48 hours (except holidays and weekends).
3. The technician will effect repairs or replace readily accessible equipment in the node site as needed.
4. In the event a spare unit is not available to effect repairs, the non-functional unit will be removed from the node site and returned for repair service.
5. The non-functional unit will be repaired at the vendors repair facility or replaced with a new unit within 30 days.
6. ADOT will pay for satisfactorily completed service calls based on actual service call hours plus two hours maximum of mobilization/travel time for each call.

**SECTION 1
SCOPE OF WORK**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

5.3 Functional Testing

The vendor shall perform a complete functional test of the fiber optic component upon completion of service, before leaving the site.

5.4 Fiber Optic Outages

No node site outage shall exceed 30 days from time of service call to the time full operation is restored by the vendor.

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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

**SECTION 2
UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

2.0 CONTRACT INTERPRETATION.

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised 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.

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

3.0 CONTRACT ADMINISTRATION AND OPERATION.

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 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

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

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.

4.0 COSTS AND PAYMENTS.

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

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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.

5.0 CONTRACT CHANGES.

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

**SECTION 2
UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

6.0 RISK AND LIABILITY.

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

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be 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.

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

**SECTION 2
UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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.

7.0 WARRANTIES.

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

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

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

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

**SECTION 2
UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

- 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.

**SECTION 2
UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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

**SECTION 2
UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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

**SECTION 2
UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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

**SECTION 2
UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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

12.0 COMMENTS WELCOME

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

1. TERM OF CONTRACT

The initial term of this contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying the State's acceptance of the Offeror's proposal and will be in effect for 12 months with potential renewals up to 48 months, unless terminated or cancelled.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

2. CONTRACT EXTENSION

By mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of forty-eight (48) months. In addition, the State reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.

3. CHANGES

The Department reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendments to the contract.

4. PROPOSAL EVALUATION

In accordance with the Arizona Procurement Code §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation For Bid.

5. ELIGIBLE AGENCIES (STATEWIDE)

Any contract resulting from this solicitation shall be for the use of all State of Arizona Departments, Agencies 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 or Political Subdivision, or nonprofit Educational or Public Health Institutions must have entered into a cooperative purchasing agreement in accordance with Revised Statutes 41-2642.

6. NON-EXCLUSIVE CONTRACT

ADOT reserves the right to have the same or similar services provided by firms or individuals other than the contractor.

7. ACCEPTANCE

Determination of the acceptability of services and/or product will be made by the sole judgment of the State. Acceptance shall be writing, verbal acceptance for product or service will not be allowed. Services shall be completed in a responsible and professional manner, in accordance with the Statement of Work, agreed to and accepted schedules, test plans, and performance/operating standards which are incorporated into the contract.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

All products delivered will be inspected and tested for acceptance. Acceptance shall be 100% functionality, which will be determined by the State. Acceptance criteria shall include but not limited to conformity to the specifications, functionality and quality of materials. Nonconformance to any of the acceptance criteria of both services and/or products shall result in delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

8. SAFETY STANDARDS

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

9. WARRANTY

All equipment shall be warranted against all defects in materials and workmanship for 5 years, following acceptance as recorded by ADOT. The warranty shall be a full warranty, and shall include warranties of merchantability and fitness for particular purpose.

The warranty shall provide that in the event of a malfunction during the warranty period, the defective component, card, module, subassembly, or auxiliary device shall be replaced with a working component within five working days, to enable continued use of the system while the warranted component is being repaired.

Any component or equipment which, in the opinion of the Engineer, fails five or more times prior to the expiration of the warranty, shall be judged as unsuitable and shall be replaced by the Vendor with a new component of the same type at no cost to ADOT. The unsuitable component will be returned to the Vendor for permanent disposal.

The Vendor agrees to remedy all design defects inherent in the equipment

The Vendor shall warrant:

1. That all items furnished conform to the requirements of this contract and are free from defects in design, materials, and workmanship.
2. That it has ownership and/or rights to all items, including intellectual property, provided pursuant to this contract.
3. That the supplied equipment is in compliance with all applicable regulations.

10. PRODUCT DISCONTINUANCE

The Department may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

11. CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and specifications referenced in this Solicitation contact:

David Minton
Contract Officer
(602) 712-6455

Following award, the Contractor shall contact the ADOT Procurement Office for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the ADOT Contract Officer is authorized to change or amend the specific terms, conditions or provisions of the agreement.

12. NOTICES

All notices, requests, demands, consents, approval, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended for the State, to:

Arizona Department of Transportation
Procurement Group
1739 W. Jackson Street Suite A, Mail Drop 100P
Phoenix, AZ 85007
Attention: David Minton

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

- b. If intended for the Contractor, it will be sent to the name and address provided on the accepted Offer and Contract Award.

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and if intended for the contractor to the person named on the Offer and Contract Award of this contract or to such other person as either party may from time to time furnish in writing.

13. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

14. 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.

15. BRAND NAME OR EQUAL

There are currently a number of products that have been determined, through evaluation and/or testing, to be equivalent to the requirements of these specifications. The listing of these brands is not intended to limit or restrict competition. Rather, it is to set the standard quality, design, performance and characteristics of the products herein specified. Any bid which proposes products that are of equal quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

All equipment shall be new, off the shelf, commercially available, unmodified and of the highest quality.

Workmanship shall be of the highest industry standards.

All work shall conform to the requirements of this RFP and applicable guidelines, regulations and codes. The Vendor shall comply with all applicable laws.

In the Vendor's response to this RFP, the Vendor shall provide detailed specifications and descriptions of the equipment and work he intends to furnish.

The Department will inspect any or all equipment for compliance with the applicable contract documents and specifications.

Should the system or any component thereof, fail to meet any specification or requirement, the Vendor shall take corrective action at no cost to the Department.

18. VENDOR RESPONSIBILITIES

18.1 NEW MATERIALS

The Vendor shall be responsible for supplying all new materials for all items procured under this contract. All items supplied shall be new, unused, current production models installed and operational in a user (paying customer) environment and be an item currently in distribution.

18.2 QUALITY ASSURANCE PROGRAM

- 1) The Vendor shall maintain a comprehensive quality assurance program and shall make available all inspection reports for equipment delivered to the Department.
- 2) The quality assurance program shall include design acceptance testing and factory acceptance testing of each component, to include testing of each and every feature of the product before delivery.
- 3) The test procedures shall be documented sufficiently so that a person having ordinary skill in electronics can replicate the tests.

18.3 REPAIR FACILITY

The Vendor shall maintain a permanent facility in the United States that engages in the full time production, assembly, repair and service of fiber optic equipment in its ordinary course of business. The facility shall remain open during the life of the contract and will be subject to ADOT inspection upon 24 hour advance notice.

19. CONTRACTOR'S OBLIGATION REGARDING CONFIDENTIALITY

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

- A. Due to the sensitive nature of the information maintained by the Department, the contractor acknowledges that all information disclosed to it concerning the Department's operations during performance of the contract and after the full term of the contract shall not be disclosed without the Department's prior written consent.
- B. All proprietary information and all copies thereof shall be returned to the Department upon completion of the work for which they were obtained or developed.

20. REMOVAL OF CONTRACTOR'S EMPLOYEES

The contractor agrees to utilize only experienced, responsible and capable employees in the performance of the work. The State may require that the contractor remove from the job, by this contract, employees who endanger person or property or whose continued employment under this contract is, in the opinion of the State, not justified due to unacceptable performance of duties, or is inconsistent with the interests of the State. Additionally, those individuals determined by the State to be key personnel to the success of this contract shall not be removed from this contract without sufficient notice to the State. Notice shall also include identification of personnel who will be considered replacements. The State reserves the right to approve all proposed replacements.

21. EMPLOYMENT OF STATE PERSONNEL

The contractor shall not employ any person or persons in the employment of the State of Arizona for any work required by the terms of this contract, without prior written approval of the Procurement Officer.

22. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

The contractor shall fully cooperate with other ADOT contractors, subcontractors and assigns and carefully plans and performs its own work to accommodate the work of other ADOT contractors. The contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADOT contractors.

23. ACCESS CONSTRAINTS AND AUTHORIZATION REQUIREMENTS

Vendor access to the ADOT information technology environment and resources shall be properly authorized, based on business need and will be restricted to least possible privilege. The Vendor shall maintain strict adherence to all prescribed security policies, standards and procedures.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

Failure of the vendor, or its employees to comply with prescribed security policies, standards and procedures including any person who commits an unlawful breach of computer security or harmful access will be subject to prosecution under the appropriate State and Federal Law.

Any and all recovery or reconstruction costs or other liability associated with an unlawful breach of computer security or unauthorized access, shall be the vendors responsibility.

24. FEDERALLY REQUIRED TERMS

The following terms are required for federally funded project requirements. These terms may be waived for non-federally funded project requirements upon written request from the Contractor.

NONPROCUREMENT DEBARMENT AND SUSPENSION

In accordance with 49 CFR 29.505, and by signature on this CONTRACT, the Contractor certifies its' compliance, and the compliance of any subconsultants or subcontractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving Federal Funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years as specified by 49 CFR paragraph 29.305(a).

SUBCONTRACTS

The Contractor agrees to insert in all subcontracts the clauses hereof entitled "Civil Rights," "Affirmative Action," "Ownership of Documents," "Patents and Copyrights", "Anti Lobbying and Disclosure," and "Retention of Records". The

CONSULTANT further agrees to insert in any subcontract exceeding \$100,000 the clause hereof entitled "Environmental Protection."

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

EMPLOYMENT OF PERSONNEL OF PUBLIC AGENCIES

The Contractor shall not engage the service of any person or persons then in the employ of the STATE for work covered by the terms of this CONTRACT without the prior written approval of the STATE.

ANTI-LOBBYING

The Contractor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the STATE.

The Contractor agrees to require all subcontractors and lower tier subcontractors who have agreements exceeding \$100,000 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime Consultants Agreement with the STATE. Lower tier certifications are to be maintained by the CONSULTANT.

RETENTION OF RECORDS

The Contractor and any subconsultant/subcontractor/vendor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, costs proposals with backup data and all other material relating to the CONTRACT and related project(s), and shall make all such material available at any reasonable time during the term of work on the CONTRACT and related project(s) and for five (5) years from the date of final payment to the Contractor for auditing, inspection and copying upon the STATE'S request, or at the request of the Federal Highway Administration or any other authorized representative of the Federal Government.

The Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.

REVIEW AND INSPECTION

Representatives of the STATE and the Federal Highway Administration are authorized to review and inspect the CONTRACT activities and facilities during normal business hours.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

PROPERTY OR EQUIPMENT

Except as otherwise provided in this CONTRACT, the lease, rental or purchase of property or equipment to perform the work herein described must have the prior written approval of the STATE. The control, utilization and disposition of property or equipment acquired using FEDERAL/STATE funds shall be determined by the STATE in accordance with the property management standards set forth in 49 CFR Part 18, ADOT Manual - FIN 11.02, and Highways Division Policy and Implementation Memorandum No. 89-04.

CIVIL RIGHTS

The Contractor is required to comply with Executive Order 75-5, "Non-discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this CONTRACT.

The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405 (b) are made applicable by reference and are hereinafter considered a part of this CONTRACT.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this CONTRACT.

The Contractor shall post in conspicuous places available to employees and applicants for employment, the following notice:

It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to insure and maintain a working environment free of harassment, intimidation and coercion.

AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this CONTRACT:

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

Where the requirement permits, establishing delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES

The Contractor is required to adhere to the commitment made to participation by ADOT certified Disadvantaged Business Enterprises (DBE) as indicated in the firms Technical Proposal or subsequently agreed to by the STATE during negotiations. The STATE, at its discretion on a case by case basis, may waive the above limitations.

ENVIRONMENTAL PROTECTION

(This clause is applicable if this contract exceeds \$100,000.00. It applies to Federal Aid Contracts Only.)

CONSULTANT is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator for Enforcement. (EN-329).

ENERGY CONSERVATION

(This clause is applicable to Federal Aid Contracts Only.)

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

Contractor is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy Conservation Act (P.L. 94-163).

**SECTION 4
UNIFORM INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

DEFINITION OF TERMS. As used in these Instructions, the terms listed below are defined as follows:

- 1.1 “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2 “*Contract*” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
- 1.3 “*Contract Amendment*” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 “*Contractor*” means any person who has a Contract with the State.
- 1.5 “*Days*” means calendar days unless otherwise specified.
- 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 “*Offer*” means bid, proposal or quotation.
- 1.8 “*Offeror*” means a vendor who responds to a Solicitation.
- 1.9 “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “*Solicitation*” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- 1.11 “*Solicitation Amendment*” means 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*” means the State of Arizona and Department or Agency of the State that executes the Contract.

**SECTION 4
UNIFORM INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

2.0 INQUIRIES.

- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 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

SECTION 4 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.0 OFFER PREPARATION.

- 3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated 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.
- 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.

**SECTION 4
UNIFORM INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

- 3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8 Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9 Provision of Tax Identification Numbers. 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 State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.11 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;

**SECTION 4
UNIFORM INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

- 3.13.2 Uniform Terms and Conditions;
- 3.13.3 Statement or Scope of Work;
- 3.13.4 Specifications;
- 3.13.5 Attachments;
- 3.13.6 Exhibits;
- 3.13.7 Special Instructions to Offerors;
- 3.13.8 Uniform Instructions to Offerors.12.9 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).

4.0 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:

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

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.

5.0 EVALUATION.

**SECTION 4
UNIFORM INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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. A Offeror (including any of 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.

6.0 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.

**SECTION 4
UNIFORM INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

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.

7.0 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.

8.0 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

SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

1.0 REQUIRED INFORMATION

- 1.1 Offer and Acceptance Form (two copies);
- 1.2 Proposal Content
- 1.3 Solicitation Amendments (if any)
- 1.4 Substitute W-9
Complete and submit all information requested on Attachment 7.4.
The requested information is for data collection purposes only and will not be used in the evaluation of the solicitation.

2.0 CONTRACT AWARD

Award of a contract will be made to the most responsive and responsible offeror(s) whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the solicitation.

3.0 REQUIREMENTS OF PROPOSAL

- 3.1 One original and (3) copies of proposals shall be submitted. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the offeror finds it necessary to take exception(s) to any of the requirements specified in this solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the proposal.
- 3.2 To facilitate evaluation, the proposal must be specific, and complete to clearly and fully demonstrate the offeror has a thorough understanding of the requirement and can provide detailed information and experience concerning previous performance of similar services. Statements that the offeror understands, can, or will comply with the Statement of Work, statements paraphrasing the Statement of Work or parts thereof, and phrases such as "standard procedures will be employed" or "well-known techniques will be used", etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the proposal by reference.
- 3.3 Binding and Labeling. Each copy of the proposal shall be presented in three ring binders with the cover indicating the solicitation number, the offeror's name and address and copy number (i.e. Copy 1 of 3).

SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

- 3.4 Indexing. The sections of each copy shall be indexed to indicate the applicable parts and elements. Each section shall contain a table of contents, including interfacing remarks and the page references to other parts and to specific Statement of Work paragraphs. Orderliness of the proposal, readability and similar factors should be considered in proposal preparation.
- 3.5 Administrative Requirements. The pages (except drawings, if any) will be no larger than 8 1/2 X 11 inches in size and typed with single spacing. Type size shall not be more than 12 characters per inch. Drawings, computer cost summaries and other illustration material may be "fold-out", but shall be limited in size, to 11 X 17 inches.
- 3.6 Format
Section One shall include two (2) signed copies of the Offer and Award form and one (1) copy each of the attachments. The remaining sections shall consist of the offeror's approach to provide the required services addressing the offeror's technical solution, and available resources. **Lack of these submissions may cause the proposal to be declared unacceptable**

4.0 **PROPOSAL EVALUATION**

- 4.1 Each offeror will be evaluated for its potential to provide comprehensive and credible products and services on a timely basis. The aim is to employ the best available contractor with the most comprehensive workscope and maximum potential of producing credible results.
- 4.2 ADOT reserves the right, at any time during the evaluation process to preclude any offeror from further consideration should a real apparent or potential conflict of interest exist as determined by the Department.
- 4.3 **Proposal Content**
The proposal shall include the information specified below. Pricing Proposals shall also be submitted with original response. Failure to provide the requested information may result in rejection of the proposal. The type should be clearly legible. All material must be single-spaced. All pages should be numbered including appendices. The overall presentation should be reproducible on a copy machine.
- 4.4 **Introductory Letter & Executive Summary**
The introductory letter shall not exceed three pages and should include an executive summary of the vendor's proposed approach. The letter should also address the following:
- 4.4.1 An expression of the Vendor interest in being selected for the project.

**SECTION 5
SPECIAL INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

- 4.4.2 A statement confirming the commitment of adequate resources to meet ADOT's quality and schedule expectations.
- 4.4.3 A statement describing the legal entity responsible for submitting the proposal and any proposed sub-contract or joint venture agreements.
- 4.4.4 An Executive Summary of key points regarding the Vendor's equipment and proposal.
- 4.4.5 **Table of Contents**
Provide a Table of Contents.

- 4.5 **Proposed Product**
 - 4.5.1 Include detailed descriptions of the proposed product. If the Vendor elects to use product cut sheets showing multiple product options to describe the proposed product, the exact options shown on the cut sheets shall be circled or otherwise indicated. The literature shall be sufficient in detail in order to allow full and fair evaluation of the proposed equipment.
 - 4.5.2 Any variations between the ADOT requirements and the proposed service schedule shall be explained. Failure to include this information may result in the proposal being rejected.
 - 4.5.3 Describe your warranty if any, relative to service activity or product performance.

- 4.6 **References**
Complete the Work History Form (Attachment 7.3).
 - 4.6.1 The Vendor shall provide a complete list of all Government agencies in the U.S. that have installed, operated, and maintained the Vendor's equipment within the last three years. An owner's reference and contact information shall be included for each project listed. Reference checks will be used to assess:
 - 4.6.2 What level of satisfaction was experienced?
 - 4.6.3 How responsive is the proposer to these past users?
 - 4.6.4 Did the proposer stay within budget and on schedule in past projects?
 - 4.6.5 List any projects, which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five years.
 - 4.6.6 Furnish examples of projects in which any member of the project team has completed tasks ahead of schedule or under budget, and a description of how this was accomplished.
 - 4.6.7 Failure to include reference information or expressions of dissatisfaction from two or more references will cause the proposal to be judged non-responsive.

**SECTION 5
SPECIAL INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

4.7 Quality

- 4.7.1 Describe your field service and safety procedures.
- 4.7.2 Describe your facilities to be used in the performance of this contract.
- 4.7.3 Identify the procedures to be used in quality control assurance and cost control.
- 4.7.4 Describe the internal quality management procedures for the firm(s) involved in the project.
- 4.7.5 Describe how the firm's quality assurance and cost control programs will benefit the project.

4.8 Appendix - Supportive Information

This section may include product manuals, capacity/resource charts, graphs, photographs, maps, resumes, references, etc. that the Vendor feels is relevant to its proposal. Contents are essentially to be at the discretion of the proposer. This material will be excluded from the page count.

4.9 Pricing

Complete a pricing worksheet for each contract on which you are proposing.

5.0 Selection Procedure

The selection of the Vendor will be based upon the quality of the products and services offered, as well as the price provided by the Vendor. The Technical and Cost proposals will be reviewed concurrently by the evaluators, and the content of both used in scoring Vendor submittals.

- 5.1 Proposals that do not meet specified requirements will be considered non-responsive. Vendor proposal submittal content will also be judged as responsive or non-responsive. The following criteria will be used in the evaluation of all proposals. **Criteria are listed in order of importance.**

Evaluation Criteria	Evaluation Weighting
Proposers ability to provide the requested: Products/Service	40%
Overall Responsiveness to RFP	30%
References from Previous Customers	20%
Pricing	10%
Total:	100%

**SECTION 5
SPECIAL INSTRUCTIONS TO OFFERORS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

- 5.2 The scoring conducted for evaluation of the Vendor proposal is for selection purposes only, and shall not effect other contract provisions.
- 5.3 As part of its final selection from among the highest ranked firms, the Department reserves the right to:
- 5.4 Contact a reasonable number of references from among those provided by the offerors as requested in proposal content.
- 5.5 Request oral presentations with no less than 72 hours notice. Presenters from the firm(s) must include **only** the key members who will do **most** of the work.

6. EVALUATION AND SELECTION

Evaluation of proposals and contract award(s) may be accomplished in four steps.

- 6.1 Step One. Initial review of proposals to determine basic responsiveness to the solicitation, where proposals will be reviewed to insure they include all required information.
- 6.2 Step Two. Evaluation of proposals to assess the offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the solicitation and requirements of the Statement of Work.
- 6.3 Step Three. Discussions with offerors concerning their proposals. This step includes requests for Best and Final Offers from offerors still considered susceptible of winning contract award(s).
- 6.4 Step Four. Contract award(s) made to the responsive and responsible offeror(s) whose proposal is determined to be the most advantageous to the State, based on the previous mentioned criteria shown.

7. DISCUSSIONS

As provided by A.A.C. R2-7-331, discussions may be conducted with offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to R2-7-331, the Department shall issue a written request for best and final offers. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.



EXHIBIT 6.1 CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT. **ARIZONA DEPARTMENT OF TRANSPORTATION**
 PROJECT TITLE: **Annual Requirements Of Fiber Optic Transmission Equipment Replacement Parts, Repair and Installation.**
 CONTRACT NUMBER: **T05-43-00019**

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
	A	
INSURED	B	
	C	
	D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ _____ PERSONAL & ADV. INJURY EACH OCCURRENCE \$ _____ FIRE DAMAGE(ANY ONE FIRE) \$ _____ MED.EXPENSE(ANY ONE PERSON) \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (PER PERSON) \$ _____ BODILY INJURY (PER ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ _____ DISEASE-POLICY LIMIT \$ _____ DISEASE-EACH EMPLOYEE \$ _____
	BUILDERS RISK				
	OTHER:				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT FIFTY (50) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

<p>CERTIFICATE HOLDER/ADDITIONAL INSURED</p> <p>State of Arizona Arizona Department of Transportation 1739 West Jackson St. Suite A, Mail Drop 100P Phoenix, AZ 85007</p>	<p>AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY</p> <hr style="border: 1px solid black;"/> <p>SIGNATURE DATE: _____</p>
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SECTION 7.2 PRICE SHEET

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211
SOLICITATION NO. T05-43-00019

Repair Service:

Mfg.	Part Number	Description	Repair Service Avail. (Yes/No)	Recommended Replacement (Vendor/Part Number)	Replacement Part Cost
Fiberlign/iMPATH Networks	900-005896-001	FDM MODULATOR VIDEO			\$
Fiberlign/iMPATH Networks	900-005895-001	FDM DEMODULATOR VIDEO			\$
Fiberlign/iMPATH Networks	500-006017-001	FDM POWER SUPPLY			\$
Fiberlign/iMPATH Networks	900-005906-001	FDM OPTICAL TRANSMITTER OPTIX1			\$
Fiberlign/iMPATH Networks	900-006061-001	FDM OPTICAL RECEIVER OPRX1			\$
Fiberlign/iMPATH Networks	900-006328-001	FDM DS-1E CARD DSI			\$
Fiberlign/iMPATH Networks	900-005901-001	FDM MUX SERVICE UNIT MSU			\$
Fiberlign/iMPATH Networks	900-005962-001	TDM VT-L1 LINE INTERFACE			\$
Fiberlign/iMPATH Networks	900-005955-001	TDM VT-232 CARD			\$
Fiberlign/iMPATH Networks	900-005969-001	TDM VT-SI TELEPHONE CARD			\$
Fiberlign/iMPATH Networks	900-005976-001	TDM VT-RING GENERATOR			\$
Fiberlign/iMPATH Networks	900-005943-001	TDM POWER SUPPLY VTPS50			\$
Fiberlign/iMPATH Networks	900-005950-001	TDM 1.5E ELECTRICAL CHANNEL SERVICE UNIT			\$
Fiberlign/iMPATH Networks	900-005803-001	FDM TERMINATION CARD			\$
Fiberlign/iMPATH Networks	900-005902-001	FDM MAIN FRAME			\$
Fiberlign/iMPATH Networks	900-005939-001	TDM MAINFRAME			\$
Fiberlign/iMPATH Networks	900-006018-001	TDM FILLER CARD			\$

Installation Services & Shop Labor

Description	Unit	Unit Price
Shop Labor (Electronic Repair)	Hour	\$
Field Repair Service (8AM – 5PM) M-F	Hour	\$

Company Name

Authorized Representative Signature

Date Signed

**ATTACHMENT 7.3
REFERENCES**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson St. Suite A, Mail Drop 100P
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. T05-43-00019

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 24 MONTHS. These references may be checked, so please make sure all information is accurate and current.

A. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

B. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

C. ORGANIZATION: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

DATE OF CONTRACT INITIATION: _____

TYPE OF SERVICES PROVIDED: _____

ATTACHMENT 7.4