



Request for Proposals (RFP)

STATE OF ARIZONA

Solicitation No. ADSP011-00000704

Agency: **Arizona Department of Administration**

Description: **State Redistricting Mapping Services**

Customer: **Arizona Independent Redistricting Commission**

In accordance with the Arizona Revised Statutes (A.R.S.) § 41-2534, competitive sealed proposals for the materials or services specified will be received by the State Procurement Office (SPO) **online** through the State of Arizona's eProcurement system, ProcureAZ (<https://procure.az.gov>), at the date and time posted in ProcureAZ. Offers received by the correct date and time will be opened and the name of each offeror will be publically available.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

If you have not previously registered in ProcureAZ, be advised that all vendors MUST register online with ProcureAZ in order to conduct business with the State of Arizona (e.g., submit an Offer in response to a solicitation such as this one).

To register, go to ProcureAZ (<https://procure.az.gov>). Then, locate and click on the link entitled "Register".

If you have previously registered in ProcureAZ, it is recommended that you revisit your "Vendor Profile" that was created at the time of your registration.

In the event you may require assistance, you are encouraged to contact the ProcureAZ Help Desk by telephone during normal business hours (Monday - Friday, 8:00 AM to 5:00 PM, Mountain Standard Time, excluding regularly scheduled holidays). The Help Desk is located in Phoenix, Arizona, and the telephone number is 602-542-7600. Additionally, you may contact the Help Desk through email (procure@azdoa.gov). Replies will also be subject to normal business hours previously noted.

Solicitation Contact Person:

Christine Fruitman

5/24/2011

Christine Fruitman, Procurement Officer

Date



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Special Instructions

1 Definition of Terms.

- 1.1 ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State.
- 1.2 The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
 - 1.2.1 "Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.
 - 1.2.2 "Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.
 - 1.2.3 "Amendments" means solicitation amendments.
 - 1.2.4 "Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.
 - 1.2.5 "Available Date" means a data field, in which may contain the date that the solicitation was published.
 - 1.2.6 "Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.
 - 1.2.7 "Bid Method" means the type of solicitation process being conducted.
 - 1.2.8 "Bid Number" means the solicitation's identification number.
 - 1.2.9 "Bid Opening Date" means the date and time that offers are due.
 - 1.2.10 "Bid Solicitation" means solicitation.
 - 1.2.11 "Bid Type" means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).
 - 1.2.12 "Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.
 - 1.2.13 "Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.
 - 1.2.14 "Buyer" means procurement officer.
 - 1.2.15 "Department" means the customer for whom the solicitation is being done.
 - 1.2.16 "Description" means the solicitation's title.
 - 1.2.17 "Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.
 - 1.2.18 "Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.
 - 1.2.19 "Info Contact" means a data field, in which may contain the contact information of a person to whom inquiries are to be directed.
 - 1.2.20 "Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.
 - 1.2.21 "Location" means the specific customer, within the department, for whom the solicitation is being done.
 - 1.2.22 "Organization" means the state agency under whose authority the solicitation is being conducted.
 - 1.2.23 "Pre Bid Conference" means pre-offer conference.



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- 1.2.24 "Print Format" means the format of the solicitation's print output.
- 1.2.25 "Purchase Method" means the type of contract transaction contemplated, ranging from an "Open Market" (one-time) transaction to a "Blanket" (term) transaction.
- 1.2.26 "Quote" means offer.
- 1.2.27 "Required Date" means a data field, in which may contain the date that the materials, services or construction are needed by the State.
- 1.2.28 "Ship-to Address" means the department address where materials, services or construction purchased under any resulting contract may be billed.
- 1.2.29 "Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.
- 1.2.30 "Purchaser" means procurement officer.

2 Inquiries.

2.1 Solicitation Contact Person.

- 2.1.1 Any question(s) related to this Solicitation shall be directed ONLY to the procurement officer for this Solicitation. That procurement officer is Christine Fruitman (christine.fruitman@azdoa.gov).
- 2.1.2 The Offeror is reminded that they shall NOT contact or ask questions of the agency for which the requirement under this Solicitation is being procured.
- 2.1.3 The purpose any inquiries will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy shall be presented to the State. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.
- 2.2 Pre-Offer Conference. For details (if any), see this Solicitation in ProcureAZ (<https://procure.az.gov>) under the "Pre-Bid Conference" field.

3 Offer Preparation.

- 3.1 Electronic Documents. This Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions of this Solicitation, offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.
- 3.2 Attachment Formats. All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall timely submit an inquiry to the Procurement Officer.



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3.3 Enumeration of Solicitation Documents.

3.3.1 The Solicitation Documents, whether or not physically attached hereto, include the following.

- 3.3.1.1 Statement of Work (revision level 050911);
- 3.3.1.2 Special Instructions (revision level 050911);
- 3.3.1.3 Special Terms and Conditions (revision level 050511);
- 3.3.1.4 Uniform Instructions (revision level 030711);
- 3.3.1.5 Uniform Terms and Conditions (revision level 030711);
- 3.3.1.6 Attachment "1" – Offer and Acceptance Form (revision level 052411);
- 3.3.1.7 Attachment "2" – Questionnaire (revision level 052411);
- 3.3.1.8 Attachment "3" – Pricing: Schedule of Deliverables and Rates (rev 050911);
- 3.3.1.9 Attachment "4" – Conformance to Instructions, Terms and Conditions (revision level 052411);
- 3.3.1.10 Attachment "5" – List of Key Personnel (revision level 052411);
- 3.3.1.11 Attachment "6" – Individual Key Personnel Data (revision level 052411)
- 3.3.1.12 Attachment "7" – Proposed Subcontractors (revision level 052411); and
- 3.3.1.13 Attachment "8" – List of References (revision level 052411).
- 3.3.1.14 The revision level of the respective Solicitation Documents is indicated in the footer's lower left-hand corner.

3.4 Subcontracts.

- 3.4.1 In accordance with the Uniform Instructions and the Uniform Terms and Conditions attached hereto and made a part hereof this Solicitation, the Offeror shall clearly list any proposed subcontractors and the respective subcontractors' proposed responsibilities in the Offeror's Offer.
- 3.4.2 The Offeror is reminded that the listing of any subcontractors shall remain subject to any applicable terms and conditions that may be located elsewhere in this Solicitation and, therefore, such listing of any subcontractors by the Offeror in its Offer shall not be construed as the State's having given approval of any listed subcontractors.

3.5 Evaluation. Offers shall be evaluated based on the following evaluation criteria, listed in their relative order of importance.

- 3.5.1 Methodology for Performance of Work; Statement of Work Requirements 2.1 through 2.16
- 3.5.2 Capacity of Offeror; Breadth of Services, Firm's Experience/Political and Financial Backgrounds, Key Personnel Experience
- 3.5.3 Cost; and
- 3.5.4 Conformance to Terms and Conditions and Instructions.

3.6 Price Evaluation. Prices evaluated shall be limited to unit prices and/or extended unit prices and shall not include any corresponding taxes that may be associated with the unit prices.

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

3.8 Discussions. State may conduct Discussions with those Offerors whose Offers are determined by the State to be reasonably susceptible of being selected for award. Discussions may be in writing or in person and may include presentations, site visits or demonstrations.



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- 3.9 Responsibility, Responsiveness and Acceptability. In accordance with A.R.S. § 41-2534(G), A.A.C. § R2-7-C312, State shall consider the following in determining Offeror responsibility as well as the responsiveness and acceptability of their Offer.
- 3.9.1 Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.
- 3.9.2 Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Amendments acknowledging any/all changes to the Solicitation; (iii) a response to the State's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.
- 4 Submission of Offer.**
- 4.1 Offer Submission, Due Date and Time.
- 4.1.1 With regards to Uniform Instructions, under "Submission of Offer", offers in response to this Solicitation shall be submitted within the State's eProcurement system, ProcureAZ (<https://procure.az.gov>).
- 4.1.2 Offers shall be received before the date/time listed in the solicitation's "Bid Opening Date" field. Offers submitted outside ProcureAZ, or those that are received on or after the date/time stated in the "Bid Opening Date" field, shall be rejected.
- 4.1.3 Questions in this regard shall be directed to the Procurement Officer (section 2 above) or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600).
- 4.2 Offer Content.
- 4.2.1 To facilitate evaluation, the Offer must clearly and fully demonstrate that the Offeror has a thorough understanding of all the requirements as stated in the Solicitation, and provide concise, detailed information and relate experience concerning previous performance of similar services. As may be required by the Solicitation, the Offer shall include a description of each section of the statement of work that includes any method approach or implementation plan along with the applicable experience of the Offeror. 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" and so on, will be considered unacceptable and will not be evaluated.**
- 4.2.2 The language in the narrative shall be straightforward and limited to facts, solutions to problems, and plans of proposed action to accomplish the requirements in the Solicitation. **Therefore, it is highly recommended that any offer be no more than twenty (20) pages, excluding appendices.** The use of technical language shall be limited and shall only be used to describe a technical process.
- 4.2.3 The complete offer shall contain all documents listed in these Special Instructions (section 4.3 below) and shall clearly demonstrate the Offeror meets all minimum qualifications stated in this Solicitation.



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4.3 The Offeror must complete and/or return the following:

- 4.3.1 Attachment "1" – Offer and Acceptance Form;
- 4.3.2 Attachment "2" – Questionnaire;
- 4.3.3 Attachment "3" – Pricing: Schedule of Deliverables and Rates;
- 4.3.4 Attachment "4" – Conformance to Instructions, Terms and Conditions;
- 4.3.5 Attachment "5" – List of Key Personnel;
- 4.3.6 Attachment "6" – Individual Key Personnel Data;
- 4.3.7 Attachment "7" – Proposed Subcontractors; and
- 4.3.8 Attachment "8" – List of References.

4.4 Acknowledgement of Solicitation Amendments.

- 4.4.1 Solicitation Amendments 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.
- 4.4.2 Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

4.5 Line Items and Prices. Offers shall include completed line items, for the Materials and/or Services offered in response to the Solicitation.

- 4.5.1 Pricing shall be a firm fixed price.
- 4.5.2 Offeror shall enter a price of one dollar (\$1) into the ProcureAZ Line Item in order to meet system submission requirements.
- 4.5.3 Offeror shall complete the attachment titled "Attachment No. 3 – Pricing: Schedule of Deliverables and Rates.xls" (Price Sheet; see section 3.3.1.8 above). Any offer that does not include a completed Price Sheet may be deemed non-responsive and the offer may be rejected. The price schedule shall to the greatest extent possible allocate individual prices for each line item in the Statement of Work. Any charges excluded from the fixed price proposal shall be identified. Reimbursable charges (if any) shall be at cost.
- 4.5.4 However, when completing "Attachment "3" - Pricing...", each line item shall include a unit price without tax for the purposes of evaluation as set forth in this Solicitation's Uniform Instructions under "Identification of Taxes in Offer" (see section 5.2 below), as well as a unit price with tax, in the areas provided in Attachment "3".

4.6 Electronic Documents.

- 4.6.1 The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence.
- 4.6.2 As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 4.6.3 ProcureAZ. Offers shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (<https://procure.az.gov>). Submission of offers by means other than the ProcureAZ system will NOT be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitations due date and time.



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4.7 Suspension or Debarment Certification.

- 4.7.1 Any firm's or person's submitting any bid or offer or accepting any contract award hereby certifies that it has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government.
- 4.7.2 Any firm's or person's act of submitting any bid or offer or accepting any contract award without its disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

5 **Opening.**

- 5.1 Offers received by the correct time and date will be opened and the name of each offeror will be publicly available.
- 5.2 Offers will not be subject to public inspection until after contract award.

6 **Award.**

- 6.1 Evidence of insurance, licenses (if any), registrations (if any), certifications (if any), permits (if any) and other requirements. Such required documents and/or documentation set forth in this Solicitation and, thereafter, made a part of any contract that may result from this Solicitation shall be provided to the Procurement Officer within ten (10) days following award but no later than the State-authorized commencement of any work hereunder, whichever shall first occur.
- 6.2 Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation may include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operations; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.



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Uniform Instructions

1 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.
- 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.

2 Inquiries.

- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting 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.



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- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 3 **Offer Preparation.**
 - 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.
 - 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.
 - 3.4.1 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.
 - 3.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
 - 3.5 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
 - 3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
 - 3.7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed 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.
 - 3.9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department 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.



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- 3.10 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 included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
 - 3.11 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.
 - 3.12 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:
 - 3.12.1 Special Terms and Conditions;
 - 3.12.2 Uniform Terms and Conditions;
 - 3.12.3 Statement or Scope of Work;
 - 3.12.4 Specifications;
 - 3.12.5 Attachments;
 - 3.12.6 Exhibits;
 - 3.12.7 Special Instructions to Offerors;
 - 3.12.8 Uniform Instructions to Offerors; and
 - 3.12.9 Other documents referenced or included in the Solicitation.
 - 3.13 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).
 - 3.14 Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
 - 3.15 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
- 4 Submission of Offer.**
- 4.1 Sealed Envelope or Package. 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 ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.



Uniform Instructions

STATE OF ARIZONA

Solicitation No. ADSP011-00000704

Agency: Arizona Department of Administration

Description: **State Redistricting Mapping Services**

Customer: **Arizona Independent Redistricting Commission**

- 4.3 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.
- 4.4 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.
- 4.5 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- 4.5.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.5.2 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 an applicable Federal, state and local laws and executive orders regarding employment.
- 5 Evaluation.**
- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
- 5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6 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.
- 5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.7.1 Waive any minor informality;
- 5.7.2 Reject any and all Offers or portions thereof; or
- 5.7.3 Cancel the Solicitation.
- 6 Award.**
- 6.1 Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
- 6.3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.



Uniform Instructions

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7 Protests.

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

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

8 Comments Welcome.

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



Statement of Work

Solicitation No. ADSP011-00000704

STATE OF ARIZONA

Agency: Arizona Department of Administration

Description: State Redistricting Mapping Services

Customer: Arizona Independent Redistricting Commission

Statement of Work

1 Background and Purpose.

1.1 Background.

1.1.1 The Arizona Independent Redistricting Commission (AIRC) was created as a result of a constitutional amendment approved by the voters in the 2000 general election. The amendment provides that the AIRC may hire staff and consultants to perform its duties. Arizona Constitution Article IV, Part 2 §1 (19).

1.1.2 The AIRC is charged with the redistricting of congressional and State legislative districts.

1.2 Purpose. The State of Arizona (State) is issuing a solicitation for the AIRC to obtain consultant services for redistricting of congressional and State legislative districts (State Redistricting Mapping Services).

2 Requirements.

2.1 The commencement of the mapping process for the congressional and State legislative districts shall be the creation of districts of equal population in a grid-like pattern across the State.

2.2 Adjustments to the grid shall then be made as necessary to accommodate the goals as set forth below:

2.2.1 Districts shall comply with the United States Constitution and the United States Voting Rights Act of 1965, as amended;

2.2.2 Congressional districts shall have equal population to the extent practicable, and State legislative districts shall have equal population to the extent practicable;

2.2.3 Districts shall be geographically compact and contiguous to the extent practicable;

2.2.4 District boundaries shall respect communities of interest to the extent practicable;

2.2.5 To the extent practicable, district lines shall use visible geographic features, city, town and county boundaries, and undivided census tracts; and

2.2.6 To the extent practicable, competitive districts should be favored where to do so would create no significant detriment to the other goals.

2.3 Party registration and voting history data shall be excluded from the initial phase of the mapping process but may be used to test maps for compliance with the above goals. The places of residence of incumbents or candidates shall not be identified or considered.

2.4 The AIRC shall advertise a draft map of congressional districts and a draft map of State legislative districts to the public for comment for a period of at least thirty (30) days. Either or both bodies of the State legislature may act within that period to make recommendations to the AIRC by memorial or by minority report, which recommendations shall be considered by the AIRC.

2.5 The Contractor shall:

2.5.1 Assemble a redistricting database utilizing certified population data from the 2010 US Census for the State of Arizona and voter registration information from the Arizona Secretary of State or as directed by the AIRC.

2.5.1.1 The consultant shall be responsible for any verification that is necessary to ensure the accuracy of the census data, as well as, verifying that the election data is complete and advising the Commission if it is not.

2.5.2 Provide all necessary computerized equipment to house and utilize the redistricting database.

2.5.3 Use GIS software and the redistricting database to display mapping configurations of census units and proposed election districts in relation to federal and State-mandated requirements.

2.5.4 Provide drafts of maps for the congressional and State legislative districts in a timely fashion as directed by the AIRC. Time is of the essence in the preparation of these maps, and a schedule of delivery shall be included in any response to this Solicitation. The AIRC shall review the draft maps and direct changes as necessary.

2.5.5 Assist the AIRC in certifying to the Secretary of State the establishment of congressional and State legislative districts.



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- 2.5.6 Provide training to the AIRC in utilizing the database and mapping software throughout the term of any resultant contract.
- 2.5.7 Develop a PowerPoint® presentation to be used by the AIRC’s commissioners, staff or designees to provide public information to community groups. The presentation shall include background information on the initiative and an overview of the project scope as well as how to provide input to the AIRC on the redistricting plans.
- 2.5.8 Provide all equipment necessary to draw maps reflecting the stated concerns and interests of the public participants.
- 2.5.9 Support the AIRC in holding a number of public meetings, as directed by the AIRC, throughout the State to discuss proposed redistricting plans. The Contractor shall be responsible for compiling and soliciting public input as well as providing the public with information as directed by the AIRC, including such items as draft maps and other relevant information.
- 2.5.10 Provide a process to enable the public to provide input to the mapping process.
- 2.5.11 Develop coding of maps submitted by the public or developed during public hearings to describe stated concerns and interests of the public participants.
- 2.5.12 Provide coding of public testimony such that it can be indexed, aggregated and collated to corresponding maps.
- 2.5.13 Assist the State in submitting the redistricting plan to the United States Department of Justice or the United States District Court.
- 2.5.14 Assist the AIRC and the AIRC’s legal counsel in complying with the Voting Rights Act of 1965, as amended.
- 2.5.15 Ensure an ongoing interaction between the Contractor, the AIRC and the AIRC staff.
- 2.5.16 Provide all equipment required to produce, digitally store, project on screen (for audience viewing), and print all maps desired by the AIRC.
- 2.5.17 Develop archival level research materials as directed by the AIRC and deliver these to the AIRC at scheduled times to allow for the archive of this process to be timely and orderly. The term "archival" shall refer to both electronic and paper documents and other such medium as may be deemed applicable. It is the intent of the AIRC that all of the public data that is collected shall be available electronically for the benefit of both the current and future Independent Redistricting Commissions as well as the general public.
- 2.6 Expedited work schedule is a priority. The Contractor shall draft a proposed time line detailing a suggested schedule for the AIRC to follow, and it will be the responsibility of the Contractor to maintain this schedule.
- 2.7 The AIRC's staff and the Contractor will work as directed by the AIRC to expeditiously develop and make accessible and interlinked websites, social media and other such open and accessible internet communications data as may be deemed appropriate to maximize the opportunity for public input and access to the activities and actions of the AIRC. These sites may include audio, video, podcast, Skype and other such links as to not limit the AIRC’s goal for data and input collection.
- 2.8 The software employed by the Contractor must automatically display the results of any proposed change in a district by retabulating and presenting on-screen the resulting map and the corresponding changes in total population and population sub-groups associated with the proposed change to a district.
- 2.9 Contractor shall be required to maintain an ongoing log for each map documenting the basis on which decisions were made and how the AIRC complied with the applicable requirements of the Arizona Constitution and the Voting Rights Act. The log will be subject to regular review and approval by the AIRC and shall include documentation and indexing of all key decisions.
- 2.10 The AIRC must be provided unfettered access to draft maps, logs, reports and the supporting documentation and data and may, in its sole discretion, obtain independent evaluations of such materials.
- 2.11 Contractor shall be required to develop work plans in collaboration with AIRC with deliverables and timelines as specified by the AIRC.
- 2.12 Contractor shall provide progress reports on as “as needed” basis as determined by the AIRC and/or its Executive Director. Any request for a written or verbal report must be addressed within 24 hours.
- 2.13 Contractor shall work in collaboration with and at the direction of the AIRC during all public input hearings. AIRC staff and Contractor will jointly facilitate interaction with the public.



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- 2.14 Contractor must provide information security measures consistent with industry standards in project critical areas including but not limited to data transmission, monitoring, verification, storage, back-up and confidentiality.
- 2.15 All Contractor personnel who will provide services for the resultant contract and the services each will perform must be specified in the Offeror's response. If personnel offered by the selected Contractor leave the Contractor's firm during the contract term or are otherwise unable to participate in providing contract services, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated in this Solicitation. All replacement personnel are subject to approval by the AIRC.
- 2.16 At the sole discretion of the AIRC, the Contractor may be required to provide consultative assistance in the event any legal action arises relating to redistricting plans developed with Contractor's assistance. Contractor shall provide technical support for any lawsuits relating to services provided under the contract in State and federal court as deemed necessary by the AIRC.
- 2.17 Offerors shall disclose to AIRC in their proposal the following information for the Contractor and for all key staff members for the ten-year period preceding the offer: political affiliation, political activity or services performed, whether voluntary or for a fee, for a political candidate, as an officer of a political committee, or as a campaign worker or fundraiser; services performed, whether voluntary or for a fee, as a lobbyist or consultant for any political party, interest group or other entity that has donated money to, or raised money for, or provided in-kind support for, a candidate for public office or taken a public position on a ballot initiative or sought to influence the redistricting process; the date, nature and amount of political contributions; and the date, source, nature, amount of any donations or other funding from any source whether in cash or in kind used to support the operations of the Contractor or its key staff.
- 2.18 Offerors shall have no personal, family, or financial relationships or commitments that a reasonable person would consider likely to improperly influence someone making a redistricting decision.

3 Additional Redistricting Information Requirements

- 3.1 At its discretion, the AIRC may require additional census, voting and/or elections information to be integrated into the redistricting database for analysis as necessary to accomplish the mission of the AIRC. Such sources of information may include the Department of Justice's tabulation of American Community Survey's data regarding citizen voting-age population by race and ethnicity, as well as, precinct-level election data from the past decade that is available from the Arizona Secretary of State. Precinct-level data is available on the Secretary of State's website (www.azsos.gov/election/PreviousYears.htm). Estimated costs for these items are to be provided as separate line items on the Attachment "3" - Pricing.



Special Terms and Conditions

STATE OF ARIZONA

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Agency: Arizona Department of Administration

Description: State Redistricting Mapping Services

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Special Terms and Conditions

1 Definitions.

- 1.1 ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State.
- 1.2 The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation:
 - 1.2.1 "Actual Cost" means the total value of all items and their extended quantities.
 - 1.2.2 "Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.
 - 1.2.3 "Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.
 - 1.2.4 "Buyer" means procurement officer.
 - 1.2.5 "Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.
 - 1.2.6 "Contact Instructions" means the contact information for the procurement officer.
 - 1.2.7 "Control Code" is an optional field and means an identification characteristic of the contract.
 - 1.2.8 "Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.
 - 1.2.9 "Department" means the customer for whom the solicitation or contract was conducted for.
 - 1.2.10 "Discount %" is an optional field and means the standard discount applied to all items.
 - 1.2.11 "Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.
 - 1.2.12 "Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.
 - 1.2.13 "Freight Terms" means how freight will be charged under the contract.
 - 1.2.14 "Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.
 - 1.2.15 "Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.
 - 1.2.16 "Location" means the specific customer, within the department, for whom the solicitation or contract was done.
 - 1.2.17 "Master Blanket/Contract Begin Date" means the date that the contract starts.
 - 1.2.18 "Master Blanket/Contract End Date" means the date that the contract ends.
 - 1.2.19 "Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.
 - 1.2.20 "Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the contractor under the contract.
 - 1.2.21 "Master Blanket Purchase Order" means the contract, indicating that the contract will be in effect over a stated period of time.



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- 1.2.22 "Minor Status" is an optional data field and means a type of status indicator of the contract in ProcureAZ.
- 1.2.23 "Organization" means the state agency under whose authority the solicitation or contract was conducted.
- 1.2.24 "Payment Terms" means the period of time that payment is due after receipt of an accurate invoice.
- 1.2.25 "Pcard Enabled" is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.
- 1.2.26 "PO Acknowledgement" means the list the notifications to the contractor and their acknowledgements of these notices.
- 1.2.27 "PO Type" means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.
- 1.2.28 "Print Dest Detail" is an optional data field and means a print format applicable to orders under the contract.
- 1.2.29 "Print Format" means the format of the solicitation or contract print output.
- 1.2.30 "Project No." is an optional field and means an identification characteristic of the contract.
- 1.2.31 "Purchase Order" means contract.
- 1.2.32 "Purchase Order Number" means the contract's identification number.
- 1.2.33 "Purchaser" means procurement officer.
- 1.2.34 "Receipt Method" means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.
- 1.2.35 "Release Number" means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero "0" release number.
- 1.2.36 "Release Type" means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.
- 1.2.37 "Retainage %" is an optional field and means the amount of the contract's value that is retained.
- 1.2.38 "Shipping Method" means the method of shipping to be used under the contract.
- 1.2.39 "Shipping Terms" means the point where the contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the contractor to the state.
- 1.2.40 "Short Description" means the contract' title.
- 1.2.41 "Status" means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.
- 1.2.42 "Tax Code", if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.
- 1.2.43 "Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.
- 1.2.44 "Vendor" means contractor.
- 1.3 Supplemental Definitions. In addition to those definitions set forth in the Uniform Terms and Conditions, the following terms apply:
 - 1.3.1 "Must" means a mandatory requirement.
 - 1.3.2 "Shall" means a mandatory requirement.



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1.3.3 "Should" means something is recommended but not mandatory. If the recommended information fails to be provided by the Offeror, the State may, at its sole option, request that the Offeror provide the information or evaluate the Offer without the information.

2 Contract's Primary Contact (State)

2.1 The State's primary contact for the Contract will be:

Don Ellwanger, Senior Procurement Specialist
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Tele: (602) 542-9139
Fax: (602) 542-5508
E-mail: Don.Ellwanger@azdoa.gov

3 Contract Interpretation.

3.1 Refer to the Uniform Terms and Conditions as may be set forth elsewhere in this Solicitation.

4 Contract Administration and Operation.

- 4.1 Eligible Agencies (Identified). Any contract(s) resulting from this solicitation shall be for the exclusive use of the Arizona Independent Redistricting Commission, 1400 W. Washington, Suite B-10, Phoenix, AZ 85007.
- 4.2 Contract Implementation Meetings. Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of the State. The contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate State's and Contractor's staff and representatives attend. The State reserves the right to decline conference call attendance or participation.
- 4.3 Commencement of Work. The Contractor and its subcontractors (if any) shall NOT commence any work under the Contract until satisfactory evidence of insurance has been provided to the Procurement Officer. Evidence of insurance shall be in accordance with the Insurance Requirements set forth in these Special Terms and Conditions (see section 5.2 below).
- 4.4 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement (if any) shall be consistent with the Arizona Procurement Code.
- 4.5 Contract Type. The Contract shall be Firm Fixed Price, with Price Adjustment.
- 4.6 Contract Term. The term of the contract shall commence on the date of award and shall remain in effect for a period of one (1) year, unless extended, canceled, terminated or otherwise provided herein. The contractor agrees that the State shall have the right at its sole option, to renew the contract for four (4) additional one-year periods. In the event the State exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period, unless otherwise amended in accordance with terms and conditions as may be set forth elsewhere in the contract.
- 4.7 Contract. The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the offer submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's offer. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 4.8 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose(s) of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting any such information shall be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.



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- 4.9 Estimated Quantities. No commitment of any kind is made concerning quantities actually acquired and that fact shall be taken into consideration by the offeror. The quantities reflected on the solicitation price sheet areas are annual estimates only.
- 4.10 Estimated Usage. The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
- 4.11 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §§ 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 4.12 Key Personnel. It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.
- 4.13 Price Adjustment.
 - 4.13.1 **Price Increase (After One Year).**
 - 4.13.1.1 The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. Such price increase request (if any) shall be submitted 45 days (minimum) prior to the Contract's End Date set forth in ProcureAZ.
 - 4.13.1.2 The State Procurement Office shall determine whether the requested price increase or an alternate option (if any) is in the best interest of the State. Any price increase adjustment, if approved, will be effective upon the effective date of the contract extension.
 - 4.13.2 **Price Reductions.** Price reductions may be submitted to the State for consideration at any time during the contract period. The contractor shall request, in writing, any price reduction. The State at its own discretion may accept a price reduction.

4 Cost and Payments.

- 3.13 See Uniform Terms and Conditions (section 4).
- 3.14 Travel. When requested in writing by the Arizona Independent Redistricting Commission (AIRC) to perform work that requires overnight accommodations, the State will reimburse the Contractor in accordance with the current rates specified in the Rules and Regulations applicable to State employee travel. The Contractor shall itemize all per diem and lodging charges. State rates are located at <http://www.gao.az.gov/travel>.

5 Risk and Liability.

5.1 Indemnification Clause.

- 5.1.1 Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.
- 5.1.2 *This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*



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Description: State Redistricting Mapping Services

Customer: Arizona Independent Redistricting Commission

5.2 Insurance Requirements.

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

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

5.3 Minimum Scope And Limits Of Insurance:

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

5.3.2 Commercial General Liability – Occurrence Form

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

5.3.2.2 General Aggregate \$2,000,000

5.3.2.3 Products – Completed Operations Aggregate \$1,000,000

5.3.2.4 Personal and Advertising Injury \$1,000,000

5.3.2.5 Blanket Contractual Liability – Written and Oral \$1,000,000

5.3.2.6 Fire Legal Liability \$ 50,000

5.3.2.7 Each Occurrence \$1,000,000

5.3.2.8 The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

5.3.2.9 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

5.3.3 Business Automobile Liability

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

5.3.3.2 Combined Single Limit (CSL) \$1,000,000

5.3.3.3 The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

5.3.3.4 Policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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5.3.4 Worker's Compensation and Employers' Liability

5.3.4.1 Workers' Compensation Statutory

5.3.4.2 Employers' Liability

5.3.4.3 Each Accident..... \$ 500,000

5.3.4.4 Disease – Each Employee..... \$ 500,000

5.3.4.5 Disease – Policy Limit \$1,000,000

5.3.4.6 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

5.3.4.7 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

5.3.5 Professional Liability (Errors and Omissions Liability)

5.3.5.1 Each Claim \$1,000,000

5.3.5.2 Annual Aggregate..... \$2,000,000

5.3.5.3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5.3.6 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Statement of Work of this contract.

5.4 Additional Insurance Requirements.

5.4.1 The policies shall include, or be endorsed to include, the following provisions:

5.4.1.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

5.4.1.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

5.4.1.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

5.5 Notice of Cancellation.

5.5.1 Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona.

5.5.2 Such notice shall be sent by certified mail, return receipt requested, directly to:

State of Arizona
State Procurement Office
Attn: *[insert resultant Contract Number after award]* Procurement Officer
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007



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5.6 Acceptability of Insurers.

- 5.6.1 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII.
- 5.6.2 The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5.7 Verification of Coverage.

- 5.7.1 Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract.
- 5.7.2 The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - 5.7.2.1 **All certificates and endorsements are to be received and approved by the State of Arizona within ten (10) days following award of this Contract. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.** Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - 5.7.2.2 **All certificates required by this Contract shall be sent directly to the Certificate Holder as noted below** (see section 5.11 below). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

5.8 Subcontractors.

- 5.8.1 Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor.
- 5.8.2 All coverages for subcontractors shall be subject to the minimum requirements identified above.

5.9 Approval.

- 5.9.1 Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final.
- 5.9.2 Such action will not require a formal Contract amendment, but may be made by administrative action.



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5.10 Exceptions.

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

5.11 Certificate Holder shall be as follows:

State of Arizona
State Procurement Office
Attn: *[insert resultant Contract Number after award]* Procurement Officer
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

6 Warranties.

See attached Uniform Terms and Conditions.

7 State’s Contractual Remedies.

See attached Uniform Terms and Conditions.

8 Contract Termination.

See attached Uniform Terms and Conditions.



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STATE OF ARIZONA

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Agency: **Arizona Department of Administration**

Description: **State Redistricting Mapping Services**

Customer: **Arizona Independent Redistricting Commission**

Uniform Terms and Conditions

1 Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "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.

2 Contract Interpretation.

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.



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- 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 Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 Contract Administration and Operation.**
- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines 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.



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- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4 Costs and Payments.

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
 - 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.



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- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1 Accept a decrease in price offered by the contractor;
 - 4.5.2 Cancel the Contract; or
 - 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes.

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

6 Risk and Liability.

- 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.



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6.4 Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
 - 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties.

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2 Fit for the intended purposes for which the materials are used;
 - 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Compliance with 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 licenses and permit requirements.



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

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

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

8 State's Contractual Remedies.

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

8.2 Stop Work Order.

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

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

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

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

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

9 Contract Termination.

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.



Uniform Terms and Conditions
(Version 8)

STATE OF ARIZONA

Solicitation No. ADSP011-00000704

Agency: **Arizona Department of Administration**

Description: **State Redistricting Mapping Services**

Customer: **Arizona Independent Redistricting Commission**

- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
 - 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims.

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

11 Arbitration.

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

12 Comments Welcome.

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