

**ATTACHMENT 1
OFFER AND CONTRACT AWARD**



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. ADOT13-00002247



Submit this form with an original signature to the Department

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 07581421

Federal Employer Identification

No.: 74-1938146

For clarification of this offer, contact:

Javier Diaz

Printed Name

GCA Services Group Mountain States, LP
Offeror's (Company) Name

jdiaz@gcaservices.com

Email Address

Regional: 2620 W. Broadway, Ste. #9
Corporate: 1360 Euclid Ave., Ste 1500
Address

jdiaz@gcaservices.com

Company Email Address

Regional: Mesa, AZ 85202

Corporate: Cleveland, OH 44115

City State Zip

[Signature]
Signature of Person Authorized to Sign Offer

(480) 495-8440

Phone

Javier Diaz

Printed Name

October 18, 2012

Date

(480) 966-3980

Facsimile

Sr. Regional Manager

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state.

This contract shall henceforth be referred to as Contract No. Procure Ag Contract # ADOT13-037699
Advantage Contract # DT13-037699

I-10 Deck Park Tunnel Cleaning Services

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 14th day of December 2012.

[Signature]
Christina Jimenez
As Procurement Officer and not personally

12/14/12
Awarded Date



REQUEST FOR PROPOSAL

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste A
Phoenix, AZ 85007

SOLICITATION NUMBER: ADOT13-00002247

DESCRIPTION: In accordance with A.R.S. §41-2534, Competitive Sealed Proposals the Arizona Department of Transportation invites sealed proposals from qualified firms for **the I-10 Deck Park Tunnel Cleaning Services**

PRE-OFFER CONFERENCE: A pre-offer conference will not be held.

BID OPENING DATE AND TIME: Offers shall be received until 3:00 p.m. on October 22, 2012.

SUBMITTALS: Offers in response to this solicitation shall be submitted within the State's e-Procurement system ProcureAZ (<https://procure.az.gov>) before the date/time listed in the 'BID OPENING DATE' field. Late submittals will not be considered. Offers received by the due date and time will be electronically opened. Offers submitted outside of ProcureAZ, or those that are received after the due date and time shall be rejected.

Additional information regarding submittal instructions is located within this document in the following sections: Special Instructions to Offerors and Uniform Instructions to Offerors.

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through ProcureAZ using the Q&A Tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Christina Jimenez
Procurement Officer
Phone: 602-712-4458
Email: cjimenez@azdot.gov

"An Equal Employment Opportunity Agency"

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

The Arizona Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 200d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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1. **SCOPE OF WORK**

Pursuant to the provisions of the Arizona Procurement Code, A.R.S. §41-2501 et seq., the Arizona Department of Transportation hereinafter referred to as the Department intends to establish a term contract for cleaning service requirements for the Interstate 10 Deck Park Tunnel.

The contractor shall provide all necessary labor, tools, equipment, supplies, materials and mobilization to perform the required tunnel cleaning services. All chemicals are to be approved by the Department prior to being used.

2. **DEFINITIONS**

The following definitions apply to the Specifications portion of the contract:

Department	Arizona Department of Transportation (ADOT)
Contract Administrator	ADOT Tunnel Maintenance Coordinator
Contract Administrator's Representative	Person delegated responsibility for administration of portions of, or the entire contract by the Contract Administrator.
Contractor	Firm and/or individual that will perform the work requested in this solicitation.
MUTCD	Manual on Uniform Traffic Control Devices, current edition as adopted by ADOT, and Arizona Supplement to the MUTCD.

3. **WORK DETAILS**

The work under this contract shall include all labor, equipment, cleaning chemicals, mobilization and associated traffic control for the cleaning of the Interstate 10 Deck Park Tunnel located between Third Avenue and Third Street in Phoenix, Arizona. The Deck Tunnel is approximately seven-tenths of a mile long in both the Westbound and Eastbound directions. Surfaces to be cleaned include ceramic tile, grout, lighting fixture lenses, phone and fire cabinets, and concrete barrier walls.

The approximate quantities comprising the tunnel are:

4" square white ceramic tile	186,000 square feet
13 1/2" square glass light lenses	3,800 each
Gray concrete end walls	19,000 square feet
Concrete barrier 2 1/2' high	26,400 square feet
Fire hydrant cabinets	18 each
Telephone cabinets	36 each
Tunnel height	varies from 16 to 18 feet

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Tile Wall Cleaning

The tile wall surfaces shall be thoroughly cleaned with a mobile cleaning machine. (Refer to Specifications, Paragraph 7 - Equipment) The mobile cleaning machine shall make a minimum of two passes along the North and South tile wall surfaces – one pass high and one pass low. The tile cleaning shall include the North and South walls in the one direction within 8 hours.

The tile wall surfaces shall be cleaned with a citrus scrub cleanser, applied by the rotating brush and rinsed with fresh water spray following the brush. Tile surfaces beyond reach by mechanical brush or obstructed by conduit or other obstacles shall be cleaned by a high-pressure detergent wash and hand brush method.

The tile cleaning detergent, utilized in the tunnel cleaning, shall be effective for use in typical tunnel cleaning applications where exhaust, oil, grease, hydrocarbons and heavy metal deposits are present. Tile cleaning detergent shall be safe for the worker and the environment.

The tile surface shall have a clean shiny appearance when completed. A white cloth, when applied to a dry cleaned surface, shall have no apparent evidence of any residue on the cleaned surface or on the wiping cloth.

Brush cleaning is the only procedure accepted for the tile. The tile walls shall be cleaned and brushed sufficiently until residues have been removed.

Tunnel Lighting Fixtures

Extreme caution shall be exercised to prevent damage to tunnel sensors, cables, and cameras in the tunnel.

All tunnel lighting fixture lenses or refractors shall be cleaned externally by a method using a window cleaner to remove all exhaust emissions and smudge. The cleaning technique shall prevent water from entering and damaging the interior components of the lighting fixtures. The lights are arranged in the tunnel such that there are three bays of lights. Each bay contains two rows of lights. The lights can be turned off one bay at a time to allow for the efficient cleaning of the light lenses. The light lenses or refractors must be thoroughly cleaned on the outside.

The Department will service six (6) internally lighted street signs during the tunnel cleaning.

Phone and Fire Cabinets

All phone and fire cabinets shall be cleaned by hand using a clean cloth with soap and water or other approved cleaning chemicals and wiped dry to maintain a clean, smear-free appearance.

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Concrete Barriers

Concrete barriers, located along the entire length of tunnel, shall be thoroughly cleaned with high-pressure washers using a baking soda cleaner to remove all tire marks and water stains.

Acoustic Sound Attenuators and Air Shaft

The Contractor will clean the acoustic sound attenuators and air shaft on a semi-annual basis.

Acoustic sound attenuators are located at the entrance of each of the four (4) vent rooms and consist of eleven (11) 18'H x 8'W x 14"D units with two (2) sides to be cleaned on each unit.

The contractor shall include the following steps when cleaning the acoustic sound attenuators:

- Use a high power vacuum cleaner on both sides of each unit to remove all residue.
- After cleaning, each surface will be wiped clean with a dust retarding citrus degreaser cleaner. Under NO circumstances will the use of water or any liquid be allowed in the cleaning of the attenuators.
- Clean-up the area and remove all equipment.

4. SUPPLEMENTAL SERVICES

The following services are considered supplemental and may not be utilized during the term of the contract. If utilized, services will be performed during the tunnel cleaning. The Contractor agrees and understands that the Department may secure similar services from other contracted sources at any time in conjunction with, or in replacement of, the Contractor's service.

Tile Repair & Replacement

The Contractor shall provide labor, tools, grout, adhesive materials, mobilization, and clean up. New tile for replacement will be provided by Department.

Repair and replacement shall consist of the following steps:

- Chip out all old grout and glue
- Clean damaged area to concrete
- Apply new glue to area
- Replace damage tiles, making sure tiles are aligned straight
- Once tile glue has set, apply new grout
- Clean up area and remove all equipment and debris

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The minimum request for tile removal and replacement is 300 tiles. If less than 300 tiles, Contractor will be paid for 300 tiles.

Removal of Stains and Deposits

The Contractor shall provide all labor, materials, mobilization, and clean up.

Stain removal in the tunnel shall be performed by a low impact blasting technology using a bicarbonate of soda based media. Types of stains include tire marks, paint marks resulting from vehicular impact, graffiti, cement and mortar smears, chemical or mineral deposits, water or other stains. The method of stain removal used shall not damage the tile wall surface or grout. Stain removal methods shall be safe for the worker. Proper disposal methods of hazardous wastes must be followed.

Contractor will respond to and complete all requests for Supplemental services by the Department within seven (7) calendar days.

5. WORK SCHEDULE

The Contractor shall be notified by the Department representative when the tunnel needs to be cleaned. The Contractor will schedule and clean the tunnel three (3) to four (4) times a year or as required by the Department. All tunnel cleanings shall be performed during two full closures, one in each direction Eastbound or Westbound. Upon this notification, an exact work schedule shall be submitted for Department approval. Traffic Control is to be present from scheduled beginning time until scheduled ending time, even if tunnel cleaning crew is done. The Contractor's personnel and Traffic Control personnel should be at the work location by 10:00 p.m., MST.

The Contractor shall meet with Department personnel one (1) week prior to each tunnel cleaning.

The schedule for tunnel closures as traffic conditions allow:

FULL CLOSURES:

<u>DAY</u>	<u>START OF CLOSURE</u>	<u>END OF CLOSURE</u>
Friday	9:00 p.m	7:00 a.m. Saturday
Saturday	9:00 p.m	7:00 a.m. Sunday

A full closure is defined as: The closing of all of the roadways in one direction.

The end of closure is when all barricades and signs shall be removed from the roadway. Placement of barricades prior to closure and deviations to start of closure may be determined by the Department. No deviations of end time for closures during weekdays shall be allowed. All barricades, signs and devices shall be removed from the roadway before 5:00 a.m. on weekdays, no exceptions shall be allowed. The barricade company is to have one (1) representative on-site during the entire closure.

Tunnel Cleaning will be scheduled and performed as traffic conditions and special events

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permit.

The Department may stop cleaning operations if Department personnel determine:

There is excessive traffic congestion, accidents, or serious injuries.

Adverse weather conditions, rain, wind, fog, or dust.

6. **STAFFING**

The Contractor shall have adequate staff to perform all tasks required under this contract. Historically, the minimum number of workers to complete the work is 18 to 20 plus supervisory personnel.

7. **EQUIPMENT**

The Contractor shall provide and maintain equipment sufficient in number, safe operational condition and capacity to efficiently perform the work and render the services required by this contract. This includes sufficient "back-up" equipment to provide uninterrupted service when equipment breakdown occurs.

Vehicles shall be equipped with a minimum of one (1) amber rotating beacon or strobe light and arrow panels. Rotating amber beacon lights shall be equal to code three, 6105 rectangular and/or 550 round for uniformity. Arrow panels shall conform to the requirements and standards of the MUTCD, current edition as adopted by ADOT, Arizona Supplement to current edition of the MUTCD and in accordance with the current Standard Specifications. Arrow Panels shall be truck or trailer mounted and shall be of the sequential chevron type.

The Contractor's Vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

All equipment utilized in the execution of this contract shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals.

All equipment must be maintained in good repair, appearance, and sanitary condition at all times. A listing of all equipment meeting these requirements shall be provided on the **Equipment List, Attachment 3**, attached hereto, and submitted with the offer.

The Department reserves the right to inspect equipment at any time and require the replacement of any that does not meet minimum serviceability standards.

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Mobile Cleaning Equipment

All mobile equipment for tunnel cleaning shall be self-contained with a fully adequate water storage tank and chemical supply tank. The responsible operator shall have appropriate controls for required detergent wash, cold water rinse and be equipped with approved traffic warning lights.

The rotation brush on the mobile unit is to be a cylindrical type, approximately two feet in diameter and nine (9) feet in length and rotate at 100 to 125 rpm with soft flexible bristles or equal made for tile washing applications.

The brush shall have the mechanical ability to tilt a minimum of 8 degrees front and back to conform to wall surface.

The mobile cleaning equipment shall be capable of mechanically cleaning several thousand square yards of tile surface per hour. The rate of cleaning shall allow cleaning of the tunnel in one direction eastbound or westbound, during one full closure.

8. EXECUTIVE ORDER EQUIPMENT COMPLIANCE

The Executive Order applies only to: **Maricopa, Pinal and Pima Counties.**

All equipment utilized for this contract shall comply with the Governor's Executive Order 2007-3, Improving Air Quality; Attachment No. 5.

http://www.azdeq.gov/environ/air/download/Exec_Order_2007-03.pdf.

- Equipment Manufacturer and Model: Contractor/Subcontractor name.
- Emission control device manufacture, model, and EPA verification number and/or:
 - a. The type and source of clean fuel to be used.
 - b. The estimated emission profile for the fleet using EPA's Diesel Quantifier, <http://cfpub.epa.gov/quantifier>.

The Contractor shall submit updates as needed for the above required information. Certified copies of the clean fuel delivery shall be included for the reporting period and shall identify which vehicle received fuel. The addition or deletion of non-road diesel equipment shall also be included in the monthly report.

All applicable reports and questions pertaining to compliance with the Governor's Executive Order 2007-3, http://www.azdeq.gov/environ/air/download/Exec_Order_2007-03.pdf, shall be submitted to the Arizona Department of Transportation. Procurement Office, 1739 W. Jackson Street, Suite A, Phoenix AZ 85007: Attn: Christina Jimenez, Procurement Officer.

9. TRAFFIC CONTROL

The Contractor shall have adequate supply of cones, barricades, vertical panels, arrow boards, and warning lights to service multiple traffic control zones. **Department personnel shall provide direction to the Contractor in the sequence of lane closures in all directions for cleaning.**

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Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

All Traffic shall be maintained through the work area and protected in accordance with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) current edition as adopted by ADOT including errata and addenda and the ADOT Traffic Control Supplement current Edition of MUTCD, Part VI, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations, as revised, including future revisions; and the ADOT Traffic Control Manual for Highway Construction and Maintenance, current edition, including future revisions.

During work period where lane closures are necessary, the contractor shall maintain a minimum of one lane of traffic. Where no lane closure is necessary but where there is construction alongside the roadway, the contractor shall place 48"X48" "ROAD WORK AHEAD" (W20-1) and "SHOULDER WORK AHEAD" (W21-5C) signing as directed by the Contract Administrator to alert the public to the construction activities.

The MUTCD may be accessed online at <http://mutcd.fhwa.dot.gov/> or at any one of the following:

- American Traffic Safety Services Association (ATSSA), 15 Riverside Parkway, Ste. 100, Fredericksburg, VA 22406-1022. Phone: 540-368-1711, Fax: 540-368-1722. <http://www.atssa.com/>
- Institute of Transportation Engineers, 1099 14th St., NW, Ste 300 West, Washington, DC 20005-3438. Phone: 202-289-0222, Fax: 202-289-7722. <http://www.ite.org/>
- AASHTO, Publications Order Department, P.O. Box 96716, Washington, DC 20090-6716. Phone: 800-231-3475, Fax: 800-525-5562. <http://www.transportation.org/>
- Arizona Supplement to the 2003 Manual on Uniform Traffic Control Devices, September 1, 2004, Publication 31-010 can be obtained at a cost of \$5.00 each from: ADOT Records Administration Section (Engineering Records), 1655 W. Jackson St., MD 112F, Phoenix, AZ 85007. Phone: 602-712-7498. http://www.azdot.gov/Inside_ADOT/Misc/Engineering_Records.asp

These manuals address only minimum standards for traffic control. If any conditions exist that are judged by the Contract Administrator or their representative to require additional or special traffic control methods or signing, the Contractor shall supply such traffic control. All traffic control and traffic control devices shall be furnished by the Contractor and must be in place prior to the commencement of work.

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9.1 Traffic Control Plan

The Contractor shall provide the Department with a traffic control plan for each location along with a detailed schedule showing the work activities and duration for approval. Work shall not begin until traffic control has been established according to the approved plan.

Any traffic control situation that requires special traffic control methods or signing shall be discussed with the Contract Administrator or a designated Department representative and shall be subject to the Department's approval. **The Contractor's Traffic Control Plan shall include a flag person when the site is a two-way roadway.**

All traffic control plans must be approved by the Department prior to any work commencing on the project.

Any changes to the accepted traffic control plan must be submitted forty-eight (48) hours in advance of scheduled work operations, weekends, State holidays and applicable furlough days excluded.

If traffic control is to be performed by a subcontractor, the Contractor shall identify the company on the traffic control plan(s). The traffic control plans shall include the name of the company, address, telephone number, and name of the contact person.

All traffic control devices shall meet the requirements set forth in the MUTCD for size, color, reflectivity, and construction. The Contractor shall stabilize or ballast barricades by placing sandbags on lower parts of the frame or stays when required. Ballast shall not be placed on top of any barricade rail.

All traffic control devices shall be kept free from dirt, mud, and roadway grime. Scratches, rips, and tears in reflective sheeting shall be promptly corrected by the Contractor. The Department's on-site Traffic control representative shall be the sole judge of serviceability of traffic control devices.

9.2 Lane Closures

Prior to establishing any lane closures, the Contractor must present a written Traffic Control Plan to the Department (weekends and holidays excluded), for the Department's approval. At the discretion of the Contract Administrator, and once the Traffic Control Plan has been approved for a specific location that approval may be sufficient for future lane closures at that location, providing that lane closures are established in strict accordance with the approved Plan.

9.3 Arrow Board Panels

When used, arrow panels shall conform to the requirements and standards of the MUTCD, current edition as adopted by the Department, Part VI, Temporary Traffic Control, Section 6F.56, Arizona Supplement to current edition of the MUTCD and in

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accordance with Standard Specifications, Subsection 701-2.02. Arrow panels shall be truck or trailer mounted and shall be of the sequential chevron type.

9.4 **Lighting Devices**

Contractor shall conform to the appropriate MUTCD Sections and Figures when high-visibility devices, such as special lighting units, are used on work vehicles to provide traffic control. All proposed applications are subject to approval of the Department prior to use.

9.5 **Traffic Control Technicians**

The traffic control technician shall have the training and experience necessary to perform the traffic control services in a safe, effective manner in accordance with all requirements of the ADOT Traffic Control Manual, Work-site Traffic Control Plan, MUTCD and as directed by the Contract Administrator or representative.

The Traffic Control Technician(s) servicing the Department's location(s) shall have a vehicle with a mobile telephone to facilitate coordination and communication with the Department. The Traffic Control Technician(s) shall have a copy of the contract and a copy of the Traffic Control Plan in their possession whenever they provide service under this contract.

9.6 **Off-Duty Uniformed Law Enforcement Officers**

Law Enforcement is defined as sworn uniformed off-duty police officers with a properly identified police vehicle that has working blue and red flashing lights. The intent of having law enforcement included in a project is to assist with setting up traffic control and monitoring the work zone.

In utilizing law enforcement in ADOT work zones, the officers should be encouraged to be alert and monitor the entire work zones. The officers should not conduct personal business while on the job site. The officer should be encouraged to spend part of their time outside the vehicle, being visible to the public.

Patrols should be scheduled when workers are present without positive barrier protection (temporary concrete barrier) or when exceptional hazards exist, such as during set up of traffic control.

Flagging services shall consist of either civilian, local enforcement officers and their vehicles, or DPS (Department of Public Safety) officers and their vehicles. The Contract Administrator will determine the type of flagger needed, and may adjust the relative number of hours of each type of flagger specified in the traffic control plan.

If available, only DPS officers shall be used on Interstate Highways and Urban Freeways. DPS officers shall also be used on other construction projects except when a local law enforcement agency has jurisdiction, in which case a local law enforcement officer and vehicle shall be used.

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Upon request and approval of the Contract Administrator, the Contractor or their Subcontractor will coordinate with DPS for the utilization of their officers. Current coordinators for DPS are:

Lisa Reyna (602) 223-2816
Brandy Reissner (602) 223-2855

Arrangements must be made at least two (2) business days prior to the event. Contact hours will be from 7a.m. to 5 p.m.

The only firms (referred to above as Contractor or Subcontractor) that can contact DPS and arrange for officer/vehicle coverage are those approved by DPS and have executed an Off-Duty Law Enforcement Officers Agreement. Current list can be obtained by contacting DPS at (602) 223-2816 or (602) 223-2855.

All off-duty Uniformed Law Enforcement personnel utilized under this contract must be certified by the Arizona Law Enforcement Officer Advisory Council (ALEOAC). The contractor shall furnish verification to the Contract Administrator that all civilian flaggers have completed a recognized training and certification program. Flaggers certified by the American Traffic Safety Services Association (A.T.S.S.A.) or by the National Safety Council shall be acceptable. Certification through other programs offering flagger training must be approved by the Contract Administrator. Flagger certification must be current. Training and certification shall be required at least once every two years.

Flagging services shall consist of either civilian, local enforcement officers and their vehicles, or DPS (Department of Public Safety) officers and their vehicles. The Contract Administrator will determine the type of flagger needed, and may adjust the relative number of hours of each type of flagger specified in the traffic control plan.

In the event that local enforcement officers or DPS officers are temporarily unable to provide flagging services, the contractor shall ensure that traffic control is maintained and all personnel are protected, either by providing civilian flaggers or through other means as approved by the Contract Administrator. No adjustments to the contract will be allowed for any delays resulting from the unavailability of local enforcement officers or DPS officers.

A DPS or Local Off-duty Law Enforcement Officers utilized shall not work more than twelve (12) consecutive hours unless an emergency situation exists which, in the opinion of the Contract Administrator requires that the officer remain in capacity as a flagger.

If traffic violations are observed, the officers have an obligation to pursue and cite motorists while on this type of assignment.

If the contractor supplements their traffic control with Off-Duty Uniformed Law Enforcement Officers, The Contractor shall submit a request for the use of Off-Duty Uniformed Law Enforcement Officers to the Contract Administrator for their approval. The Contract Administrator shall have final authority in determining the need for Off-Duty Uniformed Law Enforcement Officers and the number and duration of officers required.

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The Contractor shall not use any Off-Duty Uniformed Law Enforcement Officers or vehicle without prior approval by the Contract Administrator.

DPS has the authority to recall a DPS officer from an ADOT work zone assignment. In the event a DPS officer is recalled, the Contractor and its subcontractor shall not be liable for any salary payment or vehicle use payment during such time and will not be invoiced for that time.

The Contractor shall be responsible for ALL scheduling, contacting and coordination as well as the payment of Off-Duty Uniformed Law Enforcement Officers used on this contract. Acceptance of the contractor's request for approval of Off-Duty Uniformed Law Enforcement Officers by the Department shall not to be construed as relieving the Contractor of its obligation to contact the law enforcement agency for any changes in scheduling or coordination.

701PDMPT, 9/29/11

SECTION 701 - MAINTENANCE AND PROTECTION OF TRAFFIC:

701-3.07 Truck-Mounted Attenuator: the title and text of the Standard Specifications are revised to read:

701-3.07 Truck-Mounted and Trailer-Mounted Attenuators:

The contractor shall provide trucks and truck-mounted attenuators, or trailer-mounted attenuators and host vehicles, at the locations shown on the project plans and/or as directed by the Engineer.

Truck-mounted or trailer-mounted attenuators shall meet either NCHRP Report 350, Test Level 3 criteria, or MASH (Manual for Assessing Safety Hardware), Test Level 3 criteria, passing both mandatory and optional tests. The truck and attenuator combination shall only be used in the configuration tested. Trailer-mounted attenuators shall be used with a host vehicle meeting the minimum weight requirements specified in the MASH or NCHRP tests. A truck being used for a truck-mounted attenuator shall have a sequential arrow display panel or changeable message board.

Truck-mounted attenuators that require chocking or blocking of the vehicle to meet NCHRP Report 350 or MASH certification shall not be used.

Truck-mounted attenuators shall have rear-mounted, black and yellow chevron stripes and a standard trailer lighting system, including brake lights, turn signals, ICC-bar lights, and two yellow rotating beacons or strobe lights mounted on opposite rear corners of the truck approximately 4-1/2 feet above the bottom of the tires. A Type C arrow panel or changeable message board shall be provided on the truck, and shall be designed for truck installation. There shall be a minimum of seven feet from the roadway to the bottom of the panel or board. Frame work shall be an integral part of the truck and be permanently mounted in such a way as to prevent the unit from separating from the truck in the case of a collision.

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Trailer-mounted attenuators shall include rear-mounted black and yellow chevron stripes.

For each proposed truck-mounted or trailer-mounted attenuator, the contractor shall provide a Certificate of Compliance, in accordance with Subsection 106.05, to the Engineer for approval prior to use. For truck-mounted attenuators, the certificate shall also include the certified weigh bill for the truck, and for trailer-mounted attenuators the certificate shall state the minimum weight for the host vehicle. The certificate shall state that the attenuator meets the specified criteria, and shall clearly state the roll-ahead distance. A copy of this documentation shall be kept in the truck cab or host vehicle, available for immediate inspection when requested by the Engineer.

When in use for attenuation, trucks with attenuators shall be used exclusively as truck-mounted attenuators. Such trucks shall not be used to carry or store equipment or devices, secured or unsecured. No modification in configuration or use shall be allowed without a resubmitted certified weigh bill for the Engineers' approval.

Truck-mounted or trailer-mounted attenuators used as shadow vehicles per the MUTCD shall be positioned at a distance greater than the roll-ahead distance in advance of the workers or equipment being protected so that there will be sufficient distance, but not so much that errant vehicles will travel around the shadow vehicle and strike the protected workers and/or equipment.

The contractor shall cease operations when a truck-mounted or trailer-mounted attenuator is damaged. The contractor shall not resume operations until the attenuator has been repaired or replaced, unless authorized by the Engineer.

701-3.08 Changeable Message Board: of the Standard Specifications is revised to read:

Changeable message boards shall be furnished and maintained by the contractor at the locations shown on the plans and as specified by the Engineer. The operations and messages programmed into the board controller shall be as directed by the Engineer. The changeable message board shall be a complete and operational portable unit which shall consist of a wheeled trailer with an adjustable, changeable message board, board message controller and self-contained power supply.

The power supply for the changeable message board shall be a fully independent self-contained trailer-mounted system. The changeable message board power supply shall be battery operated and rechargeable from a solar panel mounted above the changeable message board.

The message characters shall be delineated by either electromagnetically actuated reflective dots or optically enhanced light emitting diode pixels (LED) operating under the control of a digital computer.

The contractor shall submit, at the pre-construction conference, a Certificate of Compliance that the changeable message board to be used on this project shall be as described herein.

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The character formation system and components shall conform to the following requirements:

- (1) The changeable message board shall be programmable, and shall be capable of displaying a minimum of three lines of message copy, with a minimum of eight characters per line, in various alphanumeric combinations.
- (2) The changeable message board matrix configuration shall be 35 dots or pixels per character in a five horizontal by seven vertical arrangement of the dots or pixels.
- (3) The dot or pixel size shall be a 2.5-inch high by 1.625-inch wide rectangle (minimum), or equivalent area.
- (4) Each character shall be 18 inches in height and 12 inches in width (minimum).
- (5) The horizontal character separation shall be three inches or more.
- (6) Dot color shall be fluorescent yellow upon activation and flat black when not activated. The LED pixels shall emit amber light upon activation and be dark when not activated.
- (7) The line separation shall be five to 12 inches.
- (8) Changeable message boards shall be protected with a clear lexan-type or equivalent shield that shall not interfere with or diminish the visibility of the sign message.
- (9) The programmable message board shall be capable of displaying moving arrow patterns as one of the operator-selected programs.
- (10) The message board shall also be capable of displaying up to two messages in sequence, with variable timing in a minimum of quarter-second increments.
- (11) The message board shall be clearly visible and legible from a distance of 800 feet under both day and night conditions. The dot-matrix board shall have an internal illumination system that shall automatically activate under low light conditions to achieve the visibility requirements. The LED-pixel matrix board shall adjust light output (pulse width modulation) to achieve the visibility requirements.
- (12) The power supply achieved from the battery and solar panel recharging system shall have sufficient capacity to operate the changeable message board for a minimum of 20 days without direct sunshine. The solar panel array shall be capable of recharging the batteries such that 2.5 to 3.5 hours of direct sunshine shall provide for a minimum of one 24-hour period of usage. Additionally, the battery recharging controller shall have an ambient temperature sensing device which will automatically adjust the voltage supplied from the solar panels to the batteries. The sensing device shall ensure that the batteries are properly

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charged in hot or cold weather and shall provide the sign with sufficient power to operate the sign as specified.

When in operation, the changeable message board trailer shall be offset a minimum of eight feet from the nearest edge of pavement. If the trailer is located behind temporary concrete barrier, a minimum offset of six feet will be required. Should the specified shoulder width not be available, a minimum two-foot offset from the nearest edge of pavement or temporary concrete barrier shall be required. When positioned on the highway, the changeable message board trailer shall be delineated with a minimum of 10 Type II barricades or vertical panels with Type C steady burn lights at a spacing of 10 to 20 feet, or as shown on the approved traffic control plan.

When not in operation, the changeable message board shall be moved a minimum of 30 feet from the edge of pavement.

The changeable message board trailer shall be placed on a level surface and be secured as recommended by the manufacturer and as directed by the Engineer. The contractor shall provide any necessary incidental grading and clearing work required to provide a level surface and clear area for the sign.

701-3.13 Flagging Services: of the Standard Specifications is revised to read:

Flagging services shall consist of either civilian, local enforcement officers and their vehicles, or DPS (Department of Public Safety) officers and their vehicles. The Engineer will determine the type of flagger needed, and may adjust the relative number of hours of each type of flagger specified in the traffic control plan.

If available, only DPS officers shall be used on Interstate Highways and Urban Freeways. DPS officers shall also be used on other construction projects except when a local law enforcement agency has jurisdiction, in which case a local law enforcement officer and vehicle shall be used.

The contractor shall be responsible to procure civilian flaggers, DPS officers, and local enforcement officers. When procuring DPS officers, the contractor shall contact DPS at least two business days before flagging services will be required. Such contact must be made between the hours of 7:00 A.M. and 5:00 P.M. (M.S.T.).

In the event that local enforcement officers or DPS officers are temporarily unable to provide flagging services, the contractor shall ensure that traffic control is maintained and all personnel are protected, either by providing civilian flaggers or through other means as approved by the Engineer. No adjustments to the contract will be allowed for any delays resulting from the unavailability of local enforcement officers or DPS officers.

A DPS or local enforcement officer shall not work more than 12 consecutive hours unless an emergency situation exists which, in the opinion of the Engineer, requires that the officer remain in the capacity of a flagger.

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The contractor shall furnish verification to the Engineer that all civilian flaggers have completed a recognized training and certification program. Flaggers certified by the American Traffic Safety Services Association (A.T.S.S.A.) or by the National Safety Council shall be acceptable. Certification through other programs offering flagger training must be approved by the Engineer. Flagger certification must be current. Training and certification shall be required at least once every two years.

701-4.04 Measurement of Work Elements: Sub-paragraph (A) of the Standard Specifications is revised to read:

- (A) Temporary concrete barrier will be measured by the linear foot along the center line of the uppermost surface upon its initial installation (Complete-in-Place), and upon any subsequent relocations, as defined in Subsection 701-5.01. Barrier will be measured by linear foot for each 24-hour day for the "In-Use" condition.

701-4.04 Measurement of Work Elements: Sub-paragraph (C) of the Standard Specifications is revised to read:

- (C) Truck-Mounted Attenuators, including driver, and Trailer-Mounted Attenuators, including host vehicle and driver, will be measured by the day for each 24-hour day that a truck-mounted or trailer-mounted attenuator and operator are used to protect the work site.

701-4.04 Measurement of Work Elements: Sub-paragraph (F) of the Standard Specifications is revised to read:

- (F) Civilian flagging services will be measured by the hour for each hour that a civilian flagger is provided. Flagging services by DPS officers and local enforcement officers will be measured for each hour that a uniformed, off-duty DPS officer or law enforcement officer with vehicle is employed directly by the contractor as a flagger within the project limits, when authorized in advance by the Engineer. Quantities will be rounded to the nearest 0.5 hour.

Civilian, DPS, or local enforcement flagging services and traffic control devices required to permit contractors' traffic to enter safely into normal traffic within the project limits will be paid under their respective items. Flaggers required by a written local permit agreement will be measured for payment under this item. Additional civilian, DPS, or local enforcement flagging services used within the project limits shall be measured for payment under this item, subject to the approval of the Engineer.

Civilian, DPS, or local enforcement flagging services and traffic control devices used outside the project limits will be measured under their respective items. The Department will pay 50 percent of the unit bid price for such flaggers and traffic control devices used as described in this paragraph, subject to the approval of the Engineer. The project limits are defined as the construction work zone as shown on the approved traffic control plan for the specific section of highway under construction.

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701-5.01 Temporary Concrete Barrier (Installation and Removal): of the Standard Specifications is revised to read:

Temporary concrete barrier, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the plans, including furnishing, placing, dismantling, and removal. The price bid shall also include any required connection devices, barrier markers, and glare screen.

Fifty percent of the contract unit price for temporary concrete barrier will be paid upon satisfactory installation.

Should it be necessary to dismantle, pick up and relocate a portion of the barrier installation during construction, whether laterally or vertically, that portion of the removed and relocated barrier will be considered a new installation and paid for at 100 percent of the contract unit price.

Fifty percent of the contract unit price will be paid upon final removal.

No payment will be made for portions of the barrier which the contractor can adjust or realign without dismantling and picking up, such cost being considered as included in the bid price for Temporary Concrete Barrier "Installation and Removal." The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and reinstalled, or are to be adjusted or realigned.

701-5.02 Temporary Impact Attenuators (Installation and Removal): of the Standard Specifications is revised to read:

Temporary Impact Attenuation Devices shall include Sand Barrels and Energy Absorbing Terminals. Temporary Impact Attenuation Devices, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for the work, complete in place, as specified herein and as shown on the plans, including furnishing the devices with replacement parts, installing, removing and stockpiling the devices.

Fifty percent of the contract unit price for temporary impact attenuators will be paid upon satisfactory installation.

Should it be necessary to dismantle, pick up and reinstall attenuation devices during construction, the work of removing and reinstalling the devices will be considered a new installation and paid for at 100 percent of the contract unit bid price.

Fifty percent of the contract unit price will be paid upon final removal.

The Engineer will be the sole judge as to whether devices are to be dismantled, picked up and reinstalled or are to be adjusted or realigned. No additional payment will be made for devices which are adjusted or realigned, the cost being considered as included in the contract unit price paid for Temporary Impact Attenuator "Installation and Removal."

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Measurement and payment for furnishing materials, equipment and labor and repairing attenuation devices that are damaged by the traveling public will be made in accordance with the requirements of Subsection 109.04 of the specifications.

No measurement or direct payment will be made for furnishing replacement parts and repairing devices damaged by other than the traveling public.

701-6.05 Truck-Mounted Attenuators: of the Standard Specifications is revised to read:

The accepted quantities of truck-mounted attenuators or trailer-mounted attenuators, measured as provided above, will be paid for at the unit bid price for truck-mounted attenuators per day of work site protection, which rate shall be full compensation for the work, complete, including, but not limited to, furnishing all materials; equipment; attached arrow panel or changeable message board; and labor (including the operator); and maintaining and repairing the truck and truck-mounted attenuator, or trailer-mounted attenuator and host vehicle, as specified herein and on the project plans. No adjustment to the unit bid price for truck-mounted attenuators will be made when trailer-mounted attenuators are provided, such price being considered as full compensation for the work, as specified herein, regardless of which type of attenuator is used to protect the work site. It shall be the contractor's responsibility to replace any damaged or destroyed parts of the truck-mounted attenuator or trailer-mounted attenuator and host vehicle at no additional cost to the Department.

701-6.06 Flashing-Arrow Panels and Changeable Message Boards: the second paragraph of the Standard Specifications is revised to read:

The accepted quantities of changeable message boards, measured as provided above, will be paid for at the unit bid price per day, which price shall be full compensation for the work, complete, including incidental grading; furnishing, operating, maintaining, and relocating the boards on the work site; and providing all necessary labor. Signs, sign stands, Type II barricades, or vertical panels and lights that are used to delineate changeable message boards shall be paid for at the respective unit bid prices.

701-6.07 Pilot Services and Flagging Services: the last paragraph of the Standard Specifications is revised to read:

The accepted quantities of flagging services provided by the DPS officers, measured as provided above, will be paid for at the predetermined hourly rate of \$65.26, as shown in the bidding schedule. Of this amount, \$44.00 per hour shall be remitted to the DPS officer, and \$12.75 per hour shall be remitted to DPS. The remaining \$8.51 per hour represents profit and overhead for both the prime contractor and subcontractor. Such price shall be considered full compensation for the work. No additional payment will be made for costs in excess of the predetermined rate, for overtime hours, and for travel time to and from the project, such costs being considered as included in contract items.

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10. Water and Disposal

Water will be available for cleaning from tunnel fire hydrants with standard 2-inch or 4-inch fire hose connectors.

The Contractor shall close or cover up all storm drains to prevent any excess wastewater from entering tunnel drainage system in accordance with the Department's Non Storm Water Quantities Best Management Practice (BMP)
http://www.azdot.gov/inside_adot/OES/Water_Quality/Stormwater/PDF/SSWMP.pdf

The Contractor shall be responsible for the legal disposal of all waste water, chemicals, etc., used pursuant to this contract and all necessary cleanups are to be in compliance with Federal and State laws and are the responsibility of the Contractor. Any waste water or residue which the Department has determined to be hazardous shall be disposed of in a Department-approved method in compliance with all Federal, State, and local laws and ordinances.

The contractor shall adhere to the **approved capture and containment system for pollution prevention.**

11. Additional Requirements

The Contractor shall provide electrical power for cleaning of the tunnel including tools and lights. No temporary extension cords shall be allowed.

The Contractor shall be responsible for chemical usage according to manufacturer's warning labels and shall test any Department-approved chemicals. **The use of steam cleaning equipment, acidic cleaners, strong detergents or other methods, which in the opinion of Department, will be injurious to any surfaces will not be permitted.** Cleaning solutions used must not leave a film or residue on the cleaned surfaces and must be Department-approved.

Material Safety Data Sheets (MSDS) are required for all work chemicals and cleaners used.

Submit to the Department, **in writing**, prior to use, any substitutions of chemicals or cleaners, and changes of cleaning methods or any equipment.

12. SAFETY REQUIREMENTS

All work procedures shall comply with all Department and OSHA safety requirements. All personnel shall use appropriate personal protective safety equipment as required by the Department and OSHA.

The Contractor shall retain at the project site all Material Safety Data Sheets (MSDS) for the chemicals involved with the project.

The Contractor shall post all signs and use appropriate labels pursuant to the current regulations.

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The Contractor shall have a copy of their written safety program present at the project site.

The Contractor shall provide personal protective equipment at all times to protect their personnel in the tunnel.

13. SUSPENSION OF WORK

The Contractor shall suspend operations if weather or road conditions are such that work operations cannot be carried out in a safe and effective manner, or will pose an environmental hazard. If such suspension occurs, the Contractor shall immediately notify the Contract Administrator or their designated representative.

The Contract Administrator or their representative may suspend work operations at any time, when in their judgment, present or impending weather conditions are such that work operations cannot be carried out in a safe, effective manner.

The Contract Administrator or Contract Administrator's Representative shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices.

Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.

14. POST AWARD CONFERENCE

After award of this contract, the contractor may be required to participate in a Post Award Conference with the Department for the purpose of ensuring a complete understanding of the requirements of the contract.

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1. **TERM OF CONTRACT**

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION**

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. **(Only within the allowable 5 year period)**

3. **CONTRACT CHANGES**

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

4. **ELIGIBLE AGENCIES**

Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Transportation.

5. **NON-EXCLUSIVE CONTRACT**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the Chief Procurement Officer. Approval shall be at the discretion of the Chief Procurement Officer and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

6. **INVOICING and PAYMENT**

Upon satisfactory inspection and acceptance of the I-10 Deck Tunnel cleaning service by the Contract Administrator, an invoice shall be submitted by the Contractor to the Bill to address listed on each purchase order document. Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Description and listing of quantities or services
- Date the items were shipped to the Department
- Department contract number and purchase order number
- Price per unit and total per unit
- Applicable taxes
- Total of invoice

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Invoices shall be sent to the following location:

**Arizona Department of Transportation
Tunnel Maintenance
1309 N. 3rd St.
Phoenix, Arizona 85004
Attn: ADOT Tunnel Maintenance Coordinator**

The Contractor shall send a separate invoice to the Department for use of DPS officers. The Department will use a separate commodity code designated for the payment to the Contractor for DPS officers. This is necessary for tracking of payment to DPS officers per ISA between DPS & ADOT.

Civilian flagging services will be measured by the hour for each hour that a civilian flagger is provided. Flagging services by DPS officers and local enforcement officers will be measured for each **hour** that a uniformed, off-duty DPS officer or law enforcement officer with vehicle is employed directly by the contractor as a flagger within the project limits, when authorized in advance by the Contract Administrator. Quantities will be rounded to the nearest 0.5 hour.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

The Contractor shall be paid monthly in arrears, generally within 30 days of receipt of the invoice.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (which ever is later) to the date the Department's warrant is mailed.

DPS REIMBURSEMENT

DPS will provide a detailed invoice to the Contractor for payment of officer/vehicle hours that should correlate to the hours noted on the **"Monthly Recap of DPS Officer Services and Vehicles"** usage (**Exhibit 3**). The Contractor should pay DPS directly for all vehicle usage (\$12.75 an hour). Separate Contractor checks should be issued to each officer (\$44.00 an hour). All checks should be forwarded to DPS for distribution to the officers.

All remittances to DPS should be directed to:

Arizona Department of Public Safety
ATTN: Lisa Reyna –Mail Drop 1345
P.O.BOX 6638
Phoenix, AZ 85005

The pre-determined hourly rate for these services will be \$65.26 per hour (Officer - \$44/hr; Vehicle - \$12.75/hr; Markup - \$8.51/hr). Law enforcement Payment will be rounded to the nearest half-

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hour. The pre-determined hourly rate is inclusive of anticipated overtime hours and travel time to and from the project site; no additional payment will be made.

7. **PRICE REDUCTION**

A price reduction adjustment may be offered at any time during the term of the contract and shall be come effective upon notice.

8. **PRICE ADJUSTMENT**

The Department will review **fully documented** requests for price increase after any contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors, which have an impact on the requested increase, shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item or service concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option is in the best interest of the State.

9. **VENDOR REGISTRATION**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor must be registered in the State of Arizona's ProcureAZ on-line system, <https://procure.az.gov/bsol/>.

Ensure that the ProcureAZ registration matches the legal name on the Arizona Substitute W9 and that name matches the name you are registered with at the Internal Revenue Service.

10. **CONTRACT ADMINISTRATION**

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced herein contact:

Christina Jimenez
Procurement Officer
(602) 712-4458

The contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract. Only the Procurement Officer or authorized designee is authorized to change or amend the specific terms, conditions or provisions of the contract.

11. **NOTICES**

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return

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receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

a. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276
Attention: Christina Jimenez

b. If intended for the contractor, to:

The contractor Name
Address
City, State, Zip
Attention:

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

12. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

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

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

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

13. CONFLICT OF INTEREST

It should be noted that offerors are hereby advised of the Conflict of Interest Statutes, A.R.S. section §38-501, et seq. Any purchase order for services offered by the Department which may lead to a real or apparent conflict of interest, under the Arizona Revised Statutes, with regard to future State contracts or solicitations, may be refused by the offeror by notifying the Procurement Group in writing within five (5) days of receipt of the purchase order. If such a purchase order is refused, the offeror may be precluded from award of such future contract or solicitation if a real or apparent conflict of interest exists, as determined by the Department.

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14. **REVIEW OF CONTRACTOR'S WORK**

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The Department reserves the right to make such reviews and pass upon the acceptability of the Contractor's work. No partial acceptance shall relieve the Contractor's obligation to correct, without charge, any errors in the work on this contract.

15. **ACCURACY OF WORK**

The Contractor shall be responsible for the accuracy of the work and shall promptly make all the necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the Department will not relieve the Contractor of the responsibility for subsequent correction of any such errors and clarification of ambiguities.

16. **INDEMNIFICATION CLAUSE:**

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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

17. **INSURANCE REQUIREMENTS:**

The Contractor shall furnish certificates similar to **Certificate of Insurance, Exhibit 1**, inclusive of the following requirements to the Department. Certificate(s) shall be received **within five (5) calendar days** of notification of tentative award by the Procurement Officer and prior to contract execution.

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

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claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements 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.

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

1. **Commercial General Liability – Occurrence Form**

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. 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”.***

b. 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.

2. **Business Automobile Liability**

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

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

a. 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”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials,

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ARIZONA DEPARTMENT OF TRANSPORTATION

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agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

a. 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.

b. 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.

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

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.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. . Such notice shall be sent shall be sent by certified mail, return receipt requested.

Arizona Department of Transportation, Procurement Group
ATTN: Christina Jimenez, Procurement Officer
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007-3276

D. **ACCEPTABILITY OF INSURERS:** 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. 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.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as

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required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. 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.

All certificates required by this Contract shall be sent directly to:

Arizona Department of Transportation, Procurement Group
ATTN: Christina Jimenez, Procurement Officer
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007-3276

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.**

- F. **SUBCONTRACTORS:** 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. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

18. 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 Department.

19. SUBCONTRACTORS

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 any resultant contract. The Contractor agrees that substitution of such specified individuals and/or personnel

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cannot be made without prior written approval by the Department. The Contractor shall bear all expenses incurred for any costs associated with subcontractors performing work under this contract.

20. OFFER ACCEPTANCE PERIOD

An offeror submitting an offer under this solicitation shall hold its offer open for one hundred twenty (120) days from the bid due date.

21. REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor agrees to utilize only experienced, responsible and capable personnel in the performance of the work. The Department may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under the contract is inconsistent with the interest of the Department.

22. PROJECT ADMINISTRATION

The Project Manager, Ed Walsh, Tunnel Maintenance Coordinator, will provide general direction as necessary and be responsible for decisions pertaining to work under this Contract.

23. LICENSES, PERMITS, CERTIFICATIONS, FEES

Contractor shall be licensed through Arizona Registrar of Contractors for the type of work to be performed. Contractors providing other services which are not licensed through Arizona Registrar of Contractors shall be licensed in accordance with the requirements of Arizona Law.

Contractor and any subcontractor shall at their own expense, possess or obtain, and retain in force without any violations, complaints, or suspensions during the term of this contract, all licenses, permits, certifications, or fees which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein.

24. AUTHORIZED SUBCONTRACTOR INFORMATION

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 or the Project Manager.

Subcontractors shall be licensed through the Arizona Registrar of Contractors for the type of work to be performed. Subcontractors providing other services which are not licensed through the Arizona Registrar of Contractors shall be licensed in accordance with the requirements of Arizona Law.

If the contractor intends to use a subcontractor, the following information is required:

Subcontractor name, address, name of contact person, and phone number.

Three (3) references for the subcontractor, using References, Attachment 2 as a guide.

Copy of subcontractor's applicable license(s).

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The Contractor shall notify the Department of change in subcontractor(s), supply new references and copies of any appropriate licenses.

25. **CONTRACTOR'S RESPONSIBILITIES**

Contractor Requirements

The Contractor shall carry on the operation in such a manner that he does not damage landscaping, utilities, highway markers, or other structures. The Contractor must also protect all the video cameras, fire detection and alarm systems, air quality sensors, telephones, and signs during their cleaning operations. In the event damage occurs to state-owned property by reason of tunnel maintenance cleaning service operations, the Contractor shall be responsible to replace or repair the same at no cost to the State and as directed by Department. If damage caused by the Contractor has to be repaired or replaced by the Department, the cost of such work shall be deducted from the Contractor's payments.

Contractor's Employees

All persons engaged in performance of work under this contract shall be, unless otherwise approved by the Department, direct bona fide employees of the contractor and shall not be leased employees, sub-contractors, or independent contractors. The Department may require verification of the nature of employment of the employees. This requirement is not intended to preclude the use of sub-contractors for specialty services.

All Contractor's employees shall take all necessary operational and safety precautions during the performance of services to prevent accidents from occurring. Contractor shall ensure all of its employees are properly licensed to operate Contractor's equipment and are properly trained in its use.

All contractor's employees shall be in compliance with all OSHA and other State, Federal and Local regulatory agency requirements.

The contractor shall provide mentally alert, physically fit, adequately trained and qualified employees to ensure contracted services progress in a safe, orderly and timely manner.

The Contractor shall provide an adequate number of qualified and experienced employees to complete the work.

No visitors, spouses or children of the contractor's employees will be allowed in the work locations during working hours unless they are bona fide employees of the contractor.

Employees and other individuals are prohibited from having firearms or weapons in their possession while on duty or performing the contracted services as stated herein.

Parking of employee (personal) vehicles within the right-of-way will not be permitted.

Supervision

The contractor shall provide the Department with the names and telephone numbers of all On-Site supervisory personnel. An On-Site Supervisor shall be in the work area at all times when work

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operations are taking place. The On-Site Supervisor shall have authority to make decisions concerning day-to-day operations and shall assist the Department's appointed representative in making on-site inspections and in coordinating other operational requirements. The On-Site Supervisor shall be competent in all matters relating to the specific job tasks, including required licenses and certifications, traffic control plans, devices, and services required under this contract.

The On-Site Supervisor shall possess a means of communications with the Department in advance of and while performing any work under this contract. This form of communication may be cellular telephone or mobile radio.

The contractor's On-Site Supervisor and additional personnel as deemed necessary by the Contract Administrator or their designated representative must be literate and fluent in the English language. This is not meant to require that all contractor personnel speak, read and write English. Some tasks may require only the on-site supervisor, crew leader or a crewmember to speak, read and write English. Other activities that involve contact and interaction with the public will require that more workers speak English, for example Flaggers or pilot car drivers, etc.

This requirement is necessary due to the following reasons that include but are not limited to:

- Warnings of emergencies and hazards.
- Response to traveler inquiries.
- Response to law enforcement authorities, ambulance, etc.
- Preparation of reports.
- Communication with Department personnel.

Due to the significance of the above listed reasons, the English requirement is being made with the intent that communications between the contractor's employees, Department personnel and the public will be understood.

A copy of this contract and any amendments thereto shall be in the possession of the On-Site Supervisor at all times when performing work under this service contract.

Removal of Contractor's Employees:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the Contractor remove from the job, covered by this contract, employees who endanger person(s) or property or whose continued employment under this contract is inconsistent with the interest of the Department.

26. DEPARTMENT RESPONSIBILITIES

The Department shall decide all questions that may arise as to the quality and acceptability of any work performed under the contract.

The Department shall notify the Contractor, verbally and in writing, of any deficiencies found within the contract limits. If deficiencies are noted, a copy of a completed deficiency report will be generated to the Contractor.

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The Department shall immediately suspend the Contractor's operations when work performance is observed in violation of safety rules, regulations or practices. Violations may be considered grounds for termination of the contract.

27. **ESTIMATED QUANTITIES**

This solicitation references quantities as a general indication of the needs of the Department. The Department anticipates considerable activity resulting from contract(s) that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the Department reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

28. **SAFETY STANDARDS**

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

28.1 **Safety Requirements**

The Contractor shall submit three copies of a Safety Plan at the post award meeting. The Safety Plan shall comply with the requirements of OSHA and the State Occupational Safety Standards. The safety plan will be reviewed by the Department's Safety Office. Refer to **Contractor/Subcontractor Safety Program/Plan Requirements, and Safety Plan Outline, Exhibit 1.**

The Contractor shall comply with applicable laws and regulations governing safety, health and sanitation.

Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

The Department shall be notified immediately of any incidents or conditions relative to public health or safety.

29. **WARRANTY**

The bidder warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

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30. CURRENT PRODUCTS

All offers submitted in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

31. PRODUCT DISCONTINUANCE

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

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

**CONTRACTOR/SUBCONTRACTOR
SAFETY PROGRAM/PLAN REQUIREMENTS**

Contractors and authorized subcontractors are required to abide by all applicable OSHA 29 CFR 1910 and 1926 Regulations. A copy of the OSHA STANDARDS should be obtained by the contractor and authorized subcontractors and maintained on the project. Contractors and authorized subcontractors must have a company Safety Manual/Plan in conjunction with an employee safety handbook. These documents will be reviewed by the Administrator, ADOT Safety and Health Section, as stated in the Specifications.

The following suggestions are provided for your consideration in preparing your Safety plan. This information is not intended to cover all hazards a contractor or authorized subcontractors may encounter during the course of the project. Special hazards will require special abatement techniques and/or attention.

Contractors and authorized subcontractors are responsible for all arrangements for services pertaining to Doctor, Hospital, Fire Department, Police and Emergency Services which may be required should an incident occur at the jobsite during the contract period. Each contractor and authorized subcontractor is responsible for First Aid training, treatment and maintenance of records pertaining to their employees.

Each contractor and authorized subcontractors will designate a competent person as a Safety Supervisor/Leader. This designated competent person will be responsible for conducting safety meetings, maintaining job site housekeeping, and conspicuously posting of all emergency information.

Each contractor and authorized subcontractors is responsible for any required training, documentation of training and certification of all employees in the performance of their duties.

Each contractor and authorized subcontractors will maintain a copy of the Occupational Safety and Health Administration Regulation Part 29 CFR 1910 and/or 1926 on site and make it available upon request. Each contractor and authorized subcontractors will exhibit a program for the safe performance of tasks as well as safe operation of equipment in accordance with the manufactures specifications and Occupational Safety and Health Regulations.

As a further suggestion, for assistance in preparing your safety plan, contact the Industrial Commission of Arizona located at 800 West Washington Street, Phoenix, Arizona or your Worker's Compensation insurance carrier.

Safety Plan Outline

Contract Name/Location/Number: _____

1. Contractor Safety Officer Assigned to Project:

Name: _____

Address: _____

Phone: _____

2. Contractor Corporate Safety Director:

Name: _____

Address: _____

Phone: _____

3. Contractor Corporate Safety Philosophy Pertaining to Project:

4. Contractor Accident Prevention Program:

5. Contractor Safety Training and Education Program:

6. Contractor Medical/First Aid Services Program:

7. Contractor Fire Prevention/Protection Program:

8. Contractor Personal Protection Equipment Program:

9. Contractor Personal Health/Hygiene Program:

10. Contractor Accident Reporting of Recordables/Fatalities:

11. Contractor OSHA Inspections Record:

Safety Plan Instructions

Item No. 1 Fill in appropriate blanks as indicated. A resume of the assigned safety officer should accompany completed plan. Resume should indicate officers experience in construction safety pertaining to requirements of this project.

Item No. 2 Fill in name, address and phone number of Corporate Safety Director.

Item No. 3 State Corporate Safety Philosophy pertaining to project.

Item No. 4 Provide a copy of Accident Prevention Manual, Employee Safety handbook and method of documenting employees received and read same. Describe safety monitoring methods, procedure for prohibiting use of machinery, tools, material or equipment which is not in compliance. Provide method of verifying qualified equipment/machinery operators. Describe or submit a copy of Hazardous Material Handling Program. (This program shall outline methods and procedures for handling hazardous materials should a spill occur during the refueling process or other circumstances.)

Item No. 5 Describe method(s) employees will be instructed in the recognition of hazards, avoidance of unsafe conditions and documentation procedures of same. Submit a copy of or describe Hazardous Material Communication Program. In the event of encountering "Confined/Enclosed Space Entry Program". Explain or provide a copy of contractor "Trenching & Excavation Program".

Item No. 6 Submit "Emergency Action Plan" stating First Aid Services and provisions for providing medical care to employees. List telephone numbers for medical services to be utilized. List person(s) who have a valid certificate in First Aid training from the U.S. Bureau of Mines, the American Red Cross, or equivalent training that can be verified by documentary evidence. State method of communicating context of "Emergency Action Plan" to employees, where "Plan" will be located for employee reference in time of emergency, "Medical Supplies" will be located and contents of "Emergency Medical Kits".

Item No. 7 Describe fire protection and prevention program to be utilized throughout all phases of the construction, repair, alteration, or demolition work.

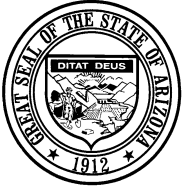
Item No. 8 Describe Personal Protection Program that is required by contractor of its' employees and subcontractors' employee in general application and any personal protection items that are unique to the project. Explain method contractor will use to monitor employee owned equipment to assure its adequacy, including proper maintenance and sanitation.

Item No. 9 Provide information as to health and sanitation to be provided for employee of contractor and subcontractors. This applies to Portable Water/Non-Portable Water, toilets, sewerage/non-sewerage and a sanitation methods of same.

Item No. 10 Explain methods of reporting Recordable Injuries/Fatalities, of contractor/subcontractor personnel, on a monthly basis to ADOT Contract Administrator and ADOT Safety and Health Section, immediately.

Item No. 11 Describe policy of handling OSHA Inspections on the project. ADOT Contract Administrator and ADOT Safety and Health Section shall be notified, immediately that an OSHA Compliance Officer is on the project. Information as to the outcome of any such inspection shall be passed on to ADOT Resident Engineer and ADOT Safety and Health Section in a timely manner.

Should there be any questions concerning information required, contact ADOT Safety and Health Section at (602) 712-7744.



**STATE OF ARIZONA
CERTIFICATE OF INSURANCE**

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION
 PROJECT TITLE: I-10 Deck Park Tunnel Cleaning Services
 CONTRACT NUMBER: ADOT13-00002247

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

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

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

CERTIFICATE HOLDER/ADDITIONAL INSURED State of Arizona Arizona Department of Transportation 1739 W. Jackson Street, Suite A Phoenix, AZ 85007-3276	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY SIGNATURE _____ DATE: _____
--	--

Exhibit 3
ADOT13-00002247



ARIZONA DEPARTMENT OF TRANSPORTATION
DAILY RECAP OF DPS OFFICER SERVICES AND VEHICLE USAGE

DATE _____

ORG NUMBER _____

LOCATION	PROJECT NUMBER/ Contract Number	OFFICER NAME (PRINT)	BADGE NUMBER	START TIME	STOP TIME	HOURS WORKED	VEHICLE NUMBER

* CONSTRUCTION USE PROJECT TRACS NO.
MAINTENANCE USE Contract Number

ADOT APPROVAL SIGNATURE

PRINT NAME

TRAFFIC SITUATION NECESSITATING LAW ENFORCEMENT USE:

**ARIZONA DEPARTMENT OF TRANSPORTATION
DAILY RECAP OF CIVILIAN FLAGGERS**

Org. No.: _____
Contract No: _____
Date: _____

Name	Company	Certification No.	Work Activity	Location	Start Time	Stop Time	Hours Worked

REMARKS: _____

ADOT REPRESENTATIVE: _____

**ARIZONA DEPARTMENT OF TRANSPORTATION
DAILY RECAP OF LOCAL LAW ENFORCEMENT OFFICERS**

Org. No.: _____
Contract No.: _____
Date: _____

Name	Agency	Badge No.	Work Activity	Location	Start Time	Stop Time	Hours Worked

REMARKS: _____

ADOT REPRESENTATIVE: _____

Exhibit 3
ADOT13-00002247

Page 4 of 4

MONTHLY RECAP OF DPS OFFICER SERVICES AND VEHICLES

DATE: _____ FROM: _____ TO: _____ INVOICE #: _____

[illegible]

UNIFORM TERMS AND CONDITIONS

Version 8

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.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 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.
- 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.
- 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 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing,

force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

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

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

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

7. Warranties

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 license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. 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.
- 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.

UNIFORM INSTRUCTIONS TO OFFERORS

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

1. "*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.
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.
3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. "Contractor" means any person who has a Contract with the State.
5. "*Days*" means calendar days unless otherwise specified.
6. "*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. "*Offer*" means bid, proposal or quotation.
8. "*Offeror*" means a vendor who responds to a Solicitation.
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.
10. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
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.
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.
13. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

B. **Inquiries**

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. 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.

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.
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.
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.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
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.
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.

C. Offer Preparation

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.
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. 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.

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.
 - 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.
 - 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.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
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.
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.
 - 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.
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 identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
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.

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:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors; and
 - 12.9 Other documents referenced or included in the Solicitation.
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).
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.
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.

D. Submission of Offer

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.

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.
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. 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.
5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 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
 - 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.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension o that unit price or rate, the unit price or rate shall govern.
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.
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.
4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
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.
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.
7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 7.1 Waive any minor informality;

7.2. Reject any and all Offers or portions thereof; or

7.3 Cancel the Solicitation.

F. Award

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.
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.
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.

G. 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:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

H. 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.