



Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

252365

This number must appear on all documents pertaining to this order.

PO Date: 7/19/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	PUBLIC HEALTH DEPARTMENT 119 W CENTRAL AVE SUITE C COOLIDGE AZ 85128	COLL CONSULTING LLC 4311 E WHITTON AVE PHOENIX AZ 85018
Or		
email invoice to: FinancialInvoices@pinal.gov		
		Phone: 480 - 269-1560 Fax: -
Confirming to:		
Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov		Requested Delivery Date: 7/19/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County
Contract Number CI
Contract Expiry 1/12/2025

Reference: Department Contact: Tillie Berrones 520-866-7329 otilia.berrones@pinal.gov | Kore Redden 520-866-7331 kore.redden@pinal.gov | Anela Arciga anela.arciga@pinal.gov

Vendor Contact: Eliza Coll, MHA, CEM, MEP (480) 269-1560 Eliza@CollConsultingLLC.com

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee. For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	LS			BPO FY 24/25 Consulting Services/PHEP	\$157,915.00	\$157,915.00

Total Order : \$157,915.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information

Requestor Name

GENEVIEVE ENNIS

Request Date

01/13/2022

Requestor Email

GENEVIEVE.ENNIS@PINAL.GOV

Requestor Extension OR Phone #*

7304

Department Name

PUBLIC HEALTH

Requisition #

245537

Suggested Vendor*

COLL CONSULTING LLC

Estimated Yearly Amount*

\$75,000.00

Item/Service to be Purchased:*

Coll Consulting, LLC will provide services related to Emergency Preparedness planning and real world response support during the ongoing pandemic and will assist with current after action reporting that is required for grant deliverables and must be submitted to the state for mid year end reporting by January 2022. Due to her involvement in the response over the last several months, there is continuity encumbered that could not be transferred to another contractor at this time.

REQUESTOR: Reason for Requesting Competition Impracticable (Check All Applicable):

Item or service has been determined as a County-wide standard:

Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:

Explain:*

Due to the level of this contractors involvement in the response, utilizing a new vendor at this time would severely delay Public Health's ability to meet grant deliverables.

Use of "certified" or specifically approved vendors of service equipment is required to maintain warranty of equipment:

Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:

Other (includes course-specific material):

Explain:*

This contractor has expertise and real world involvement in the response. To have a different vendor resume these responsibilities would break the continuity efforts already established.

Supporting Documents Attachment

FIN Purchasing Supporting Documents (Document Name – Max. 75 Characters)

Procurement Officer Denied Queue Comments



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"COLL CONSULTING LLC" [X](#)

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Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

252391

This number must appear on all documents pertaining to this order.

PO Date: 7/19/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	EMPIRE SOUTHWEST PO BOX 842381 LOS ANGELES CA 90084-2381
Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov		
Requested Delivery Date: 7/19/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination		

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR066395-2
Contract Expiry 6/22/2025

Reference: Department Contact: angelica.fuentes@pinal.gov jim.stalter@pinal.gov

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.

For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	LS			bpo fy 24/25 outside services Public Works/Fleet Services	\$0.00	\$125,000.00

Total Order : \$125,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Contract Amendment Summary

CONTRACTOR: Empire Southwest LLC CTR066395	AMENDMENT NO.: Two (2)
DESCRIPTION: Heavy Equipment Rental Non Operated	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually add the updated pricing sheet named "CTR066395_Pricing sheet per amendment Two (2)" to the attachments of the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number
252401

This number must appear on all documents pertaining to this order.

PO Date: 7/19/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	PUBLIC DEFENSE SERVICES 971 JASON LOPEZ CIRCLE BLDG G FLORENCE AZ 85132	KEPHART, DAVID JAMESON 6712 NW MONTICELLO DR KANSAS CITY MO 64152
Or		
email invoice to: FinancialInvoices@pinal.gov		
		Phone: - Fax: -
Confirming to:		
Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov		Requested Delivery Date: 7/19/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County

Contract Number CI

Contract Expiry 10/31/2026

Reference: Department Contact: Kylee Stephens 520-866-7106 kylee.stephens@pinal.gov | Paul Lovelis Paul. Lovelis@pinal.gov

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee. For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	LS			BPO FY2425 Capital Atty Servic	\$0.00	\$120,000.00

Total Order : \$120,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

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Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information

Requestor Name

PAUL LOVELIS

Request Date

10/11/2023

Requestor Email

PAUL.LOVELIS@PINAL.GOV

Requestor Extension OR Phone #*

6845

Department Name

PUBLIC DEFENSE SERVICES

Requisition #**Suggested Vendor***

DAVID KEPHART

Estimated Yearly Amount*

\$120,000.00

Item/Service to be Purchased:*

Indigent Criminal/Capital Representation

REQUESTOR: Reason for Requesting Competition Impracticable (Check All Applicable):

- Item or service has been determined as a County-wide standard:
-
- Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:
-
- Use of "certified" or specifically approved vendors of service equipment is required to maintain warranty of equipment:
-
- Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:
- Other (includes course-specific material):

Explain:*

We have a case where Public Defense Services has reason to believe that the case has a chance to have a Death Penalty Notice. This would require very specific qualifications per the Arizona Rules of Criminal Procedure 6.8 which is highly specific. Only a specific list of lawyers meet these qualifications and due to conflicts and ethical requirements of other attorneys, we are not able to use a lawyer on the list. Mr. Kephart will not be representing other cases on the contract and will only be taking this case. It is in the best interest of Pinal County taxpayers to have this attorney on this case.

Supporting Documents Attachment (1)

FIN Purchasing Supporting Documents (Document Name – Max. 75 Characters)

– Dept: PUBLIC DEFENSE SERVICES – Req.Dt 10/11/2023 – Suggested Venor: DAVID KEPHART – Vendor Name:

Administration Approval Section

Department Director Approval

Dept Director Approval Name

CATHRYNW

Dept Director Response

Approved

Dept Director Approval Date

10/11/2023

Dept Director Approval Comments

Dept Director Denied Comments

Procurement Officer – Review & Recommendation

Procurement Officer Approval Name

ANNSY

Procurement Officer Response

Approved

Procurement Officer Approval Date

10/11/2023

Procurement Officer Review

COMPETITION IMPRACTICABLE JUSTIFICATION IS ADEQUATE AND PURCHASE TO BE AUTHORIZED WITHOUT COMPETITIVE BIDDING.

Procurement Officer Approval Comments

DEPARTMENT HAS PROVIDED INFORMATION TO SUBSTANTIATE THE NEED FOR A CI FOR THIS ATTORNEY.

Procurement Officer Denied Comments

Procurement Manager Approval

Procurement Mgr Approval Name

TIARA PETERSON

Procurement Mgr Response

Approved

Procurement Mgr Approval Date

10/13/2023

Procurement Mgr Approval Comments

Procurement Mgr Denied Comments

Finance Director – Under \$100K

Finance Director Approval Name

Finance Director Response

Finance Director Approval Date

Finance Director Approval Comments

Finance Director Denied Comments

Procurement FINAL

Procurement FINAL Approval Name

Procurement FINAL Approval Date

Contract # – if applicable

Vendor #

Vendor Name

Execution Date

Retention Date

Denied Information Section

Procurement Officer Denied Queue Comments



Jeff Sardy, Chairman
Pinal County Board of Supervisors

November 1, 2023

Date

DAVID KEPHART

Procurement FINAL

Procurement FINAL Approval Name

ANN SYNODIS

Procurement FINAL Approval Date

11/15/2023

Contract # – if applicable

Vendor #

108847

Vendor Name

KEPHART, DAVID JAMESON

Execution Date

11/01/2023

Retention Date

07/01/2033

Denied Information Section

Procurement Officer Denied Queue Comments



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e.g. 1606N020Q02

"KEPHART, DAVID JAMESON"



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Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number
252402

This number must appear on all documents pertaining to this order.

PO Date: 7/19/2024
Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department	REHABILITATION	THE LAW OFFICE OF DAVID J TEEL, PLLC 2303 N 44TH ST., STE 14-1518 PHOENIX AZ 85008
P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov		Phone: - Fax: -
Confirming to:		
Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov		
Requested Delivery Date: 7/19/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination		

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County
Contract Number CI
Contract Expiry 10/31/2026

Reference: Department Contact: Kylee Stephens 520-866-7106 kylee.stephens@pinal.gov | Paul Lovelis Paul.
Lovelis@pinal.gov

***This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee. *** For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	LS			BPO FY2425 Capital Atty Servic	\$0.00	\$120,000.00

Total Order : \$120,000.00

NOTE :

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Direct all other inquiries to the Buyer specified above.

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Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information

Requestor Name

PAUL LOVELIS

Request Date

10/10/2023

Requestor Email

PAUL.LOVELIS@PINAL.GOV

Requestor Extension OR Phone #*

6845

Department Name

PUBLIC DEFENSE SERVICES

Requisition #**Suggested Vendor***

DAVID TEEL

Estimated Yearly Amount*

\$120,000.00

Item/Service to be Purchased:*

Indigent Defense Criminal Capital Representation

REQUESTOR: Reason for Requesting Competition Impracticable (Check All Applicable):

- Item or service has been determined as a County-wide standard:
-
- Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:
-
- Use of "certified" or specifically approved vendors of service equipment is required to maintain warranty of equipment:
-
- Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:
- Other (includes course-specific material):

Explain:*

We have a case where Public Defense Services has reason to believe that the case has a chance to have a Death Penalty Notice. This would require very specific qualifications per the Arizona Rules of Criminal Procedure 6.8 which is highly specific. Only a specific list of lawyers meet these qualifications and due to conflicts and ethical requirements of other attorneys, we are not able to use a lawyer on the list. Mr. Teel will not be representing other cases on the contract and will only be taking this case. It is in the best interest of Pinal County taxpayers to have this attorney on this case.

Supporting Documents Attachment (1)

FIN Purchasing Supporting Documents (Document Name – Max. 75 Characters)

– Dept: PUBLIC DEFENSE SERVICES – Req.Dt 10/10/2023 – Suggested Venor: DAVID TEEL – Vendor Name:

Administration Approval Section

Department Director Approval

Dept Director Approval Name

CATHRYNW

Dept Director Response

Approved

Dept Director Approval Date

10/11/2023

Dept Director Approval Comments

Dept Director Denied Comments

Procurement Officer – Review & Recommendation

Procurement Officer Approval Name

ANNSY

Procurement Officer Response

Approved

Procurement Officer Approval Date

10/11/2023

Procurement Officer Review

COMPETITION IMPRACTICABLE JUSTIFICATION IS ADEQUATE AND PURCHASE TO BE AUTHORIZED WITHOUT COMPETITIVE BIDDING.

Procurement Officer Approval Comments

DEPARTMENT HAS PROVIDED INFORMATION TO SUBSTANTIATE THE NEED FOR A CI FOR THIS ATTORNEY.

Procurement Officer Denied Comments

Procurement Manager Approval

Procurement Mgr Approval Name

TIARA PETERSON

Procurement Mgr Response

Approved

Procurement Mgr Approval Date

10/13/2023

Procurement Mgr Approval Comments

Procurement Mgr Denied Comments

Finance Director – Under \$100K

Finance Director Approval Name

Finance Director Response

Finance Director Approval Date

Finance Director Approval Comments

Finance Director Denied Comments

Procurement FINAL

Procurement FINAL Approval Name

Procurement FINAL Approval Date

Contract # – if applicable

Vendor #

Vendor Name

Execution Date

Retention Date

Denied Information Section

Procurement Officer Denied Queue Comments



Jeff Serdy, Chairman
Pinal County Board of Supervisors

November 1, 2023

Date

DAVID TEEL

Procurement FINAL

Procurement FINAL Approval Name

ANN SYNODIS

Procurement FINAL Approval Date

11/15/2023

Contract # – if applicable

Vendor #

108905

Vendor Name

TEEL, DAVID

Execution Date

11/01/2023

Retention Date

07/01/2033

Denied Information Section

Procurement Officer Denied Queue Comments



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Purchase Order

Pinal County Finance Department
 Purchasing Division
 P.O. Box 1348
 Florence, AZ 85132

PO Number

252433

This number must appear on all documents pertaining to this order.

PO Date: 7/22/2024

Page: 1 of 2

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	MOTOROLA SOLUTIONS INC 13104 COLLECTIONS CENTER DR CHICAGO IL 60693
Or		
email invoice to: FinancialInvoices@pinal.gov		Phone: - Fax: -
		Confirming to:

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/22/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR046830
Contract Expiry 10/8/2024

Reference: Quote: 2687995

Contact: Chris Combs 520-866-6650 chris.combs@pinal.gov | ITAdmins@pinal.gov

Vendor Contact: Michael Colvin, Mike.Colvin@motorolasolutions.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	24.00	EA		APX Single Band Portable Radio Model 4.5	\$8,601.59	\$206,438.16
2	24.00	EA		APX Next DMS Essential 3 Years	\$230.76	\$5,538.24
3	24.00	EA		Radiocentral Programming 5 Years	\$160.20	\$3,844.80
4	24.00	EA		Smartprogramming 1 Year	\$75.00	\$1,800.00
5	24.00	EA		Smartconnect 1 Year	\$75.00	\$1,800.00
6	24.00	EA		Smartlocate	\$75.00	\$1,800.00
7	24.00	EA		Smartmapping 1 Year	\$75.00	\$1,800.00
8	24.00	EA		Impres 2 Suc Type A Plug	\$123.78	\$2,970.72
9	24.00	EA		Accessory Kit	\$354.78	\$8,514.72
10		LS		Incentive Trade In	(\$5,600.00)	(\$5,600.00)
11		LS		Sales Tax APX Portable Radio	\$0.00	\$18,472.15
12		LS		Sales Tax Cellular Services	\$0.00	\$2,587.85

Total Order : \$249,966.64

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Billing Address:
 PINAL COUNTY ARIZONA
 PO BOX 6638 MAIL DROP 1330
 PHOENIX, AZ 85005
 US

Quote Date:06/20/2024
 Expiration Date:09/18/2024
 Quote Created By:
 Michael Colvin
 Mike.Colvin@
 motorolasolutions.com

End Customer:
 PINAL COUNTY ARIZONA
 Chris Combs
 chris.combs@pinal.gov
 5208666630

Contract: 21069 - CTR046830-STATE OF AZ
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT SINGLE BAND					
1	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE*	24		\$11,783.00	\$8,601.59	\$206,438.16
1a	QA00569AP	ADD: 7/800MHZ BAND	24				
1b	QA00570AW	ADD: VHF BAND+	24				
1c	BD00001AA	ADD: CORE BUNDLE	24				
1d	H499KC	ENH: SUBMERSIBLE (DELTA T)	24				
1e	H38DA	ADD: SMARTZONE OPERATION	24				
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	24				
1g	Q361CD	ADD: P25 9600 BAUD TRUNKING	24				
1h	QA09028AA	ADD: VIQI VC RADIO OPERATION	24				
1i	QA03399AK	ADD: ENHANCED DATA	24				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	Q387CB	ADD: MULTICAST VOTING SCAN	24				
1k	QA00580BA	ADD: TDMA OPERATION	24				
1l	QA09001AM	ADD: WIFI CAPABILITY	24				
1m	BD00010AA	ADD: SECURITY BUNDLE	24				
1n	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	24				
1o	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	24				
1p	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	24				
1q	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	24				
1r	BD00015AA	ADD: OPERATIONAL BUNDLE	24				
1s	QA01843AR	ADD: FALL ALERT / MANDOWN OPERATION	24				
1t	QA00631AL	ADD: DVRS PSU ACTIVATION	24				
1u	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	24				
1v	QA09030AA	ADD: MOTOROLA HOSTED RADIOPORTAL W CPS*	24				
1w	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	24				
1x	QA09113AA	ADD: BASELINE RELEASE SW	24				
2	LSV01S03446A	APX NEXT DMS ESSENTIAL	24	3 YEARS	\$230.76	\$230.76	\$5,538.24
3	LSV01S03082A	RADIOPORTAL PROGRAMMING	24	5 YEARS	\$160.20	\$160.20	\$3,844.80
4	SSV01S01407A	SMARTPROGRAMMING	24	1 YEAR	\$75.00	\$75.00	\$1,800.00
5	SSV01S01406A	SMARTCONNECT	24	1 YEAR	\$75.00	\$75.00	\$1,800.00
6	SSV01S01476A	SMARTLOCATE	24	1 YEAR	\$75.00	\$75.00	\$1,800.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	SSV01S01907A	SMARTMAPPING	24	1 YEAR	\$75.00	\$75.00	\$1,800.00
8	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	24		\$169.56	\$123.78	\$2,970.72
9	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	24		\$486.00	\$354.78	\$8,514.72
10	Incentive	Expiration Date: 08/23/2024	1		-\$5,600.00	-\$5,600.00	-\$5,600.00
Subtotal							\$228,906.64
Estimated Tax							\$21,060.00
Grand Total							\$249,966.64(USD)



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price	
Upfront Costs*			
		\$217,923.60	
Upfront Subscription Fee			
		\$2,615.04	
		\$7,200.00	
Sub Total:		\$227,738.64	
	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
		\$2,615.04	\$2,615.04
Year 3 Subscription Fee			
		\$2,615.04	\$2,615.04
Year 4 Subscription Fee			
		\$768.96	\$768.96
Year 5 Subscription Fee			
		\$768.96	\$768.96
Year 6 Subscription Fee			
Sub Total:		\$6,768.00	
Incentive:		-\$5,600.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)		\$228,906.64	

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.



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Purchase Order Checklist

**Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal/ Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Public Communication Equipment and Services

CTR046830

Motorola Solutions Inc.

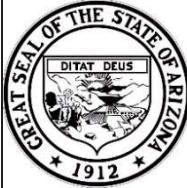
This contract is for public communication equipment and services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. The sections awarded include:

- **2-Way Radios**
- **Digital Microwave Terminals**
- **LMR Base Station Antennas, Microwave Antennas**
- **Radio Dispatch Consoles**
- **Back-up Batteries**
- **Prefab Communications Shelter**
- **Service**

Table of Content

- **Offer and Acceptance**
- **Part 2: Scope, Pricing and Terms and Conditions (Rev 2)**
- **3-C Proposed Subcontracts**
- **5-B Conformance Statement**
- **Exceptions**
- **BAFO Change Log**

The solicitation for this contract was ADSPO19-00008376 and was started in ProcureAZ. The solicitation file can be found in APP under BPM001941.



Request for Proposal

Solicitation No.
ADSPO19-00008376

Description:

Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Biometric Products and Services to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	September 4, 2018							
		date		initial					
Revised Offers:	2.	<input checked="" type="checkbox"/>		3.	<input checked="" type="checkbox"/>		4.	<input checked="" type="checkbox"/>	
		date #1	initial	date #1	initial	date #1	initial	date #1	initial
	5.	<input checked="" type="checkbox"/>		6.	<input checked="" type="checkbox"/>		7.	<input checked="" type="checkbox"/>	
		date #4	initial	date #5	initial	date #6	initial		
Best and Final Offer:	8.	September 16, 2019							
		date		initial					

Motorola Solutions, Inc.

Offeror company name

2900 S. Diablo Way Ste 150

Address

Tempe, AZ 85282

City | State | ZIP

36-1115800

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Initials

Larry Mabry MSSSI Vice President & Director Sales

Printed name and title

Walter Whatley Senior Account Executive

Contact name and title

Walter.whatley@motorolasolutions.com 520-457-8604

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number **#** at the top of this form, and which was dated **date** (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR046830**

The effective date of the Contract is: **10-09-2019**

Contract awarded: **10-09-2019**

Procurement Officer signature

Procurement Officer, James Atkins

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms

Page 16 of 40

Template version 2.0 (01-FEB-2017)

Available online at: procure.az.gov



Request for Proposal

Solicitation No.
ADSPO19-00008376
Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Part 2: Scope, Pricing and Terms and Conditions (Rev 2)

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Request for Proposal

Solicitation No.

ADSPO19-00008376

Description:

Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

SECTION 2-A: Scope of Work

1.0 Background

- 1.1 The intent of this Solicitation is to provide both public communications equipment and services to support the State of Arizona's Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative.
- 1.2 The Solicitation shall describe the State's requirement and minimum technical specifications for the equipment and services the State wishes to purchase under the resultant contract(s).
- 1.3 This is a multi-award contract with Offeror ability to provide proposal's on one or more sections of this Scope of Work. Award will be made by Scope of Work Sub-section(s) two (2) through nine (9) independently.

2.0 2-Way Radios

- 2.1 **Analog & Digital Vehicular Mounted Mobile Radio Equipment:** Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment
- 2.2 **Mobile Data Radio Vehicular Mounted Equipment:** UHF or 700/800 MHz mobile digital data link radios.
- 2.3 **Desk-top Analog & Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.
- 2.4 **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.
- 2.5 **Analog & Digital Motorcycle Rear-mounted Radios:** 160+ channel, two-piece, VHF High-band, UHF, and 700/800 MHz, all solid-state motorcycle radio.
- 2.6 **Low Power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.
- 2.7 **Multi Band Radios:** Mobile and portables capable of operating on more than one public safety band.
- 2.8 **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band, UHF, 700/800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.
- 2.9 **Fixed Link Base Radios:** VHF, UHF, and 700/800 MHz fixed radios for site to site linking.
- 2.10 **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's Radio Communications Systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- **VHF (High-band):** means 150-174 MHz, additional coverage desirable but not required
- **UHF:** means 450-470 MHz, additional coverage desirable but not required.
- **700/800:** means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)



Request for Proposal

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Phoenix, AZ 85007

- **800:** means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
- **Narrowband:** radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d.
- **FDMA:** Frequency Division Multiple Access as applies to P25 or DMR.
- **TDMA:** Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
- **P25:** Project 25 per TIA standards AA102 et al
- **High Tier Subscriber Equipment:** means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi-line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.
- **Mid-Tier Subscriber Equipment:** means radios designed for Public Safety applications with good transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, Mid Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. May include features like: P25 trunk and conventional operations, reduced channel / talk group count (100+), Encryption; Meets Mil Spec 810 C/D/E/F. High-Tier performance specifications apply unless otherwise listed.
- **Low Tier Subscriber Equipment:** means radios designed for Business & Industry applications with good transmitter and receiver performance specifications for: Hum and Noise, Spurious Emissions; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection, Mid Power & reduced channel count; Meets Mil Spec 810 C/D/E/F.

2.11 Radio Standards - The radio equipment provided by the contractor shall meet or exceed EIA, TIA, FCC, IEEE and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract award. All equipment will be FCC Type Approved for class of service specified. The measurement procedures and performance standards for land mobile radio equipment specified herein shall comply with the TIA/EIA-603 standards. Standards for equipment employing digital C4FM or CQPSK modulation shall comply with the TIA/EIA-102 standards. Where the State's specification are more stringent than those of EIA/TIA, the State's specification shall apply.

2.12 Transmitter Characteristics - Transmitter shall use only solid-state active components. Synthesizing techniques of frequency generation are required for all but the Low-Tier models. Each Low-Tier unit will have a solid state sub-audible tone encoder.

2.12.1 Operating Frequency: The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

2.12.2 Transmitter Standards: The transmitter shall meet or exceed the minimum standards as set forth in EIA/TIA Standard RS152B. Where the requirements of the State's specifications are more stringent than those of the EIA, the State's specifications shall apply. The transmitter shall comply with all FCC Rules and Regulations in effect on the date of issuance of the purchase order.

2.12.3 System Modulation, Narrowband:



Request for Proposal

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2.12.3 (a) High-Tier: VHF/UHF/700/800: Analog - 11K2F3E / (800 -16K0F3E); Digital - 8K11F1E, and others in compliance with FCC efficiency standards

2.12.3 (b) Low-Tier: VHF or UHF: +/-2.5 KHz (11K2F3E)

2.12.4 Audio Frequency Harmonic Distortion:
High-Tier: All Bands: Less than 3% at 1000 Hz and 60% maximum deviation
Low Tier: All Bands: Less than 5% at 1000 Hz and 60% maximum deviation.

2.12.5 Carrier Frequency Stability: Radios offered under this contract shall meet or exceed the FCC stability requirements listed under 47CFR90.213 and 47CFR90.539. High-Tier radios are expected to exceed these specifications as applicable. All units will be priced and sold meeting these specifications.

2.12.6 Frequency Spread: Per Band definition; with no degradation in power output.

2.12.7 RF Output Impedance: 50 ohms.

2.12.8 Time-out Circuit: The transmitter shall be equipped with an adjustable time-out timer circuit that will turn off the transmitter after continuous transmitting. An audio tone shall be provided that will alert the operator that the transmitter has been timed out. Releasing the microphone push-to-talk button shall instantly reset the timer.

2.12.9 Continuous Toner Encoder: The conventional (non-trunked) transmitter shall be supplied with the capability to generate up to 32 sub-audible tones to modulate the transmitter for the full duration of all transmissions. The tone generators shall be designed for continuous operation with total harmonic distortion less than 10%. The tone encoder shall conform to all standards of EIA/TIA Standard RS-220A. There shall be available twenty (20) narrow band tone channels between 100.0 and 192.8 Hz inclusive (of Groups A and B) in accordance with EIA/TIA Standard RS-220A for continuous tone-controlled squelch system.

The frequency of the sub-audible tone generator shall be controlled by a solid-state tone network or be software based and shall be maintained within +/- 0.5% of its specified frequency over the temperature range of -30 degrees C to +60 degrees C.

The transmitter unit shall transmit a special sub-audible tone burst upon release of the push-to-talk switch. This burst shall last 160 +/- 40 msec. and be the same frequency as the regular tone supplied for a particular channel but out of phase by 180 +/- 60 degrees from the previously transmitted tone. This circuitry shall be explicitly designed for the elimination of receiver "squelch tail."

2.12.10 Final Amplifier Protection: The transmitter output stage shall be protected from burnout due to excessive antenna VSWR. No damage shall result when the transmitter is subjected to a short or open circuit antenna output during continuous keying for a one minute period.

2.13 **Receiver Characteristics** - The receiver shall be completely solid-state, utilizing only high-quality transistors, integrated circuits, diodes, and other solid-state devices. The receiver shall be rated for continuous operation. A channel scanning feature with selectable priority may be listed as a separate option.

2.13.1 Operating Frequency: Per the band definitions.

2.13.2 Receiver Standards: The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply.



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Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS204C, unless specifically described otherwise.

2.13.2 (a) EIA 12 dB SINAD Sensitivity:

- High-Tier: All Bands: 0.25 microvolt or better, Analog
- Mid-Tier: All Bands: 0.3 microvolt or better, Analog
- Low-Tier: All Bands: 0.35 microvolt or better, Analog

2.13.2 (b) RF Input Impedance: 50 ohms

2.13.3 Squelch Circuitry: The conventional analog (non-trunked) receiver shall be supplied with carrier squelch and tone-coded squelch capability for a minimum of 32 CTCSS tone frequencies. The tone frequencies will be specified in the State purchase order. Tone decode circuitry shall be the sub-audible CTCSS type as described in EIA/TIA Standard RS-220A and shall meet all specifications of RS-220A.

There shall be two modes of operation, to be selected at the will of the operator. These are:

- Carrier squelch operation - The receiver squelch opens for any sufficiently strong on-frequency RF carrier; and
- Tone-coded squelch and carrier squelch operation- The receiver is muted until the incoming on-frequency RF carrier is modulated by the proper continuous sub-audible tone and the on frequency RF carrier is sufficiently strong to break squelch as determined by the carrier squelch adjustment control. This "and" squelch condition shall remain continuous for the duration of carrier reception. Selection of the mode of operation shall be made by manual switch control.

2.13.4 Carrier Actuated Squelch Circuit: The carrier actuated squelch shall be of the adjustable sensitivity type with a continuously variable control. The squelch circuit shall be designed to not respond to noise bursts.

2.13.5 Tone Actuated Squelch Circuits: The tone actuated squelch circuit shall conform to all standards of EIA/TIA Standard RS-220A. Continuous presence of the proper modulating tone shall be required to keep the squelch open when in the carrier squelch and tone-coded squelch mode of operation.

2.13.6 Tone Squelch Characteristics:

- Tone deviation shall not exceed 10% of the peak system deviation. A tone signal 3% removed from the frequency of the proper tone shall not operate the squelch circuit, regardless of the level recovered at the discriminator.
- The tone modulation shall be filtered from the voice signal such that with tone deviation set at 20% of the peak system deviation, the tone fundamental frequency shall be at least 30 dB below the level of a 1000 Hz tone transmitted at 2/3 rated system deviation with the receiver adjusted for maximum rated audio output.
- The tone squelch circuit shall respond by squelching the receiver within 160 +/-40 msec. of a tone burst 180 +/-60 degrees out of phase with the previous tone. This circuitry shall be explicitly designed to eliminate receiver "squelch tail."

2.14 Transceiver Unit Specifications:

2.14.1 Antenna Switching. Antenna switching must be accomplished by a hermetically sealed relay switch or some other reliable mechanical or electrical means.



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2.14.2 Environmental Standards. All equipment provided under this specification shall be tested to, and conform to, the requirements of Mil Std. 810C/D/E for shock, vibration, humidity, dust, salt, fog, and other weather conditions.

2.15 Trunking Operation Option:

2.15.1 High Tier: Trunked radio options will be considered. Any such analog trunked radio shall meet the same technical RF specifications as the conventional model. Analog trunked radios shall conform to APCO 16 protocols. Digitally trunked radios should be of the same model line as the conventional radio, and shall be fully compatible with the P25 TIA/EIA Phase I Standard for FDMA, or the TDMA P25 Phase II or Open Sky Public Safety Trunking.

2.15.2 Low Tier: Trunked radio options will be considered. Any such trunked radio shall meet the same technical RF specifications as the conventional model.

2.15.3 Auxiliary Test Equipment: Associated test equipment such as plug-in service meters, computer interface cables/boxes, and test bench control set-ups may be offered. Any designated service meter should be compatible with the transceiver metering socket(s) and have scale calibrations consistent with the readings called for in the service manual. The test-bench control set-up shall include the proper style control heads, speaker, microphone, metering panel, and interconnecting cabling at least 6 feet in length. A price shall be included for an optional frequency programmer and software.

2.16 ANALOG & DIGITAL VEHICULAR MOUNTED MOBILE RADIO EQUIPMENT

2.16.1 Model Specifications

2.16.1 (a) **High-Tier, Mid-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment. These radios may be either one-piece (dash mount) or two-piece (remote mount). These radios are: VHF High-band, UHF and 700/800 MHz radios capable of analog conventional and trunked; and digital conventional and trunked radio operation.

2.16.1 (b) **Low-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment; High-band VHF, UHF, and 800 MHz. These radios may be either one-piece (dash mount) or two-piece (remote mount).

2.17 Electrical Specifications:

The equipment shall be designed to operate from a nominal 12 volt negative ground vehicle electrical system. Adequate overload and reverse polarity protection shall be provided. Control circuits shall be arranged so that the vehicle ignition switch will disable both the transmitter and receiver when in the OFF position, but allow operation when in the ACCESSORY position.

2.18 Transmitter Characteristics:

The transmitter shall be of modern solid-state design.

2.18.1 **Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**

2.18.2 **High Tier VHF:** 40 watts or, 50-110 watts, adjustable UHF: 40 watts or 50-100 watts, adjustable 700-800 MHz Trunked: 10-30 Watts

2.18.3 **Low-Tier VHF:** 25 Watts minimum, adjustable UHF: 25 Watts minimum, adjustable 700-800 MHz: 15 Watts minimum, adjustable.

2.18.4 Conducted and Radiated Spurious Emission Attenuation:



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2.18.5 **High-Tier** -75 dB or greater

2.18.6 **Mid-Tier** -70 dB or greater

2.18.7 **Low Tier** -55 dB or greater

2.18.8 **Audio Frequency Harmonic Distortion:**

2.18.8 (a) High-Tier - All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

2.18.8 (b) Low Tier - All Bands: Less than 5% at 1000 Hz and 60% maximum deviation

2.18.9 **FM Hum and Noise Attenuation:**

2.18.9 (a) **High-Tier** -40 dB (12.5 KHz)

2.18.9 (b) **Low Tier** -35 dB (12.5 KHz)

2.19 **Receiver Standards**

The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

2.19.1 **Adjacent Channel Selectivity Desensitization**

2.19.1 (a) High-Tier -70 dB or better (12.5 KHz)

2.19.1 (b) Mid-Tier -65dB or better (12.5 KHz)

2.19.1 (c) Low-Tier -60 dB or better (12.5 KHz)

2.19.2 **Spurious Response Attenuation:**

2.19.2 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.2 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.3 **Intermodulation Spurious Attenuation:**

2.19.3 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.3 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.4 **Audio Power Output:**

2.19.4 (a) High-Tier 10 watts minimum, 3% maximum distortion

2.19.4 (b) Low-Tier 7.5 watts minimum, 5% max. dist., external speaker

2.20 **Transceiver Unit Specifications:**

2.20.1 **Power Requirements.** The unit shall draw less than 1.0 amp of current with the receiver and transmitter in a quiescent "ON" condition. The transmitter/receiver shall be a complete integral unit with all previously specified items, including AF or RF power amplifier built internally into the transceiver unit.

2.20.2 **Physical Construction**

- The complete transmitter and receiver combination shall be mounted in a single housing.



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- The housing shall be furnished in enamel or lacquer over a non- ferrous plating of A-N standard chrome type metal primer or equal.
- The housing shall be of steel or equivalent construction and not louvered, to inhibit the entrance of dust and other foreign matter. A locking device shall be used to prevent the unit from being removed from its mounting by unauthorized personnel.
- All interconnection cabling between the transmitter, receiver, and power supply shall be accomplished internally in the equipment housing. With exception of the power, control, and antenna cabling, there shall be no external connections or cabling on the equipment housing.
- All frequency determining elements in the transmitter and receiver shall have a locking or clamping device to ensure permanent connection during operation.
- The maximum transmitter/receiver dimensions shall not exceed 2.5" x H x 7.0" W x 13.0" L. All but the High-Tier Model must weigh less than 8.5 lbs. The complete mobile unit shall be capable of normal operation when mounted in any physical position.

2.20.3 **Interconnecting Cables.** All cables and wires shall be furnished to interconnect the radio set with its accessories and the vehicle's electrical system. Cables shall be insulated, waterproofed and equipped with appropriate connectors. All plug-in connectors shall be of the heavy-duty type and shall be provided with threaded coupling rings or other substantial fool proof locking devices to prevent accidental disconnect.

2.21 **Supplied Components:** The vendor shall supply all necessary components such as cased permanent magnet type loud speaker, combination transmitter/receiver, separate control head, a palm -type microphone, all ROMS, necessary control, power and cables, and all required mounting hardware as part of the Low-Tier transceiver package.

2.21.1 **Microphone and Control Head**

- A palm-type dynamic low impedance microphone with preamplifier and spring clip shall be supplied with each mobile unit. The microphone shall be ruggedly constructed to withstand the severe usage of mobile operations and shall have a push-to-talk switch mounted on the microphone housing. The microphone shall be provided with a nominal 4 ft. length self-retracting coil type cord. A separate matching control head (not part of the microphone) including all controls required for operation of the transmitter/receiver equipment shall be furnished as part of the equipment.
- The control head for a 2-piece control unit shall be capable of mounting on the vehicle dash or floorboard and a suitable inter-cabling kit shall be provided to interconnect the control head and the transmitter/receiver equipment. The control cable to be supplied shall be at least 20 feet in length and shall not have any intermediate junction boxes or barrier strips.
- The control head shall incorporate as a minimum:
 1. An ON and OFF switch.
 2. An indicator lamp to indicate that the radio is on.
 3. A squelch sensitivity control.
 4. Tone squelch disable switch, which may be located on the microphone hang-up brackets.



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5. A volume control button or knob. (Clockwise Volume increase)
6. A red light that illuminates when the transmitter push-to-talk switch is activated.
7. Channel (Talk Group) selection control switch or knob.
8. Scan switch with channel priority select.
9. **(High-Tier/ Mid-Tier Requirement only)** A LCD alphanumeric readout display for channel information.
 - All indicator lights shall be LED or LCD, or some other proven long-life illumination device (30,000 hour average life or better for High-Tier, 10,000 hour average life or better for all other models). All background lighting shall be diffused and non-glaring, with intensity sufficient for high ambient daytime lighting.
 - The alphanumeric display control head shall be factory preprogrammed to the customer's channel labeling requirements. Radio frequency channeling shall also be preprogrammed at the factory.

2.21.2 **Loud Speaker.**

A heavy-duty permanent magnet loud speaker rated for a minimum of 10 watts and mounted in a heavy metal or high impact plastic case with mounting brackets shall be provided.

2.21.3 **Power Cable.**

One battery cable (hot) of at least 22 feet in length shall be supplied with each unit.

2.22 **Optional Accessories:**

The following accessories to the mobile unit are desired:

- **(High-Tier, Mid-Tier,)** Digital voice encryption, including AES and DES.
- **(High-Tier, Mid-Tier, Low-Tier)** Digitally controlled remote control head with alpha/numeric readout.
- **(High-Tier, Mid-Tier, or Low-Tier)** Analog or digital voice encryption, DTMF tone generator from microphone.

2.23 **Servicing:**

Transmitter/receiver equipment shall be readily removable from the mount for routine servicing. There shall be provisions for convenient metering of all essential transmitter and receiver circuits from multi-pin metering socket(s). All metering points shall be properly decoupled and connected to the metering socket(s). Provision for automated test set radio analysis is acceptable. All circuit modules shall be easily accessible plug-in printed circuit type fiberglass boards. Easy access shall be provided to all other portions of the unit.

2.24 **MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT**

This specification describes the minimum requirements for a UHF or 700/800 MHz mobile digital data link radio. The radio shall operate on a 25 KHz bandwidth channel at various data speeds from 19.2 Kb/sec to 44.3 Kb/sec, or 9.6 Kb/sec to 22 Kb/sec on a 12.5 KHz channel, or greater, depending upon signal conditions and BER conditions. Diversity receiver technology is encouraged, but not mandatory. Specifications shall meet voice radio specification unless otherwise listed.

2.24.1 **Transmitter Characteristics:**



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2.24.1 (a) Operating Frequency. The transmitter shall be capable of operating on at least 16 separate conventional frequencies. The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)

UHF: 10-40 Watts
800 MHz: 10-35 Watts
900 MHz: 10-25 Watts

• System Modulation:

UHF/800 MHz: Digital (8K6DF1D, 15K3F1D, 15K0F1D, 15K6F1D)

• Conducted and Radiated Spurious Emission Attenuation:

UHF/800 MHz: -75 dBc

• Harmonic Emission Attenuation:

UHF/800 MHz: -80 dB

• FM Hum and Noise Attenuation:

UHF/800 MHz: -40 dB below 60% max deviation

2.25 Receiver Characteristics:

2.25.1 Operating Frequency

The receivers shall be capable of receiving on a minimum of 16 channels at UHF 450 MHz, and at 800 MHz.

2.25.2 Receiver Standards:

• EIA 12 dB SINAD Sensitivity:

All Bands: 0.35 microvolts

• Adjacent Channel Selectivity Desensitization:

UHF/800/900 MHz: 65 dB (12.5 KHz narrowband digital)

UHF/800 MHz: 75 dB (wideband 25 KHz)

• Spurious Response Attenuation:

UHF: -80 dB

800/900 MHz: -80 dB

• Intermodulation Spurious Attenuation:

UHF/800 MHz: -75 dB

• Frequency Stability:

UHF/800/900 MHz: 1.5 ppm

2.26 DESK-TOP ANALOG & DIGITAL BASE STATION RADIO EQUIPMENT:

This specification describes low and mid power radios, for desktop or wall mount, for use either as a local base or as a control station for a repeater or trunked network.

2.26.1 This device has an integrated housing with the AC power supply and the radio.



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2.26.2 An option for this class is a remote line interface.

2.26.3 Offerings shall meet the corresponding mobile radio applications.

2.27 ANALOG & DIGITAL PERSONAL /PORTABLE RADIO EQUIPMENT

2.27.1 Model Specifications

2.27.1 (a) High-Tier

This specification describes various types VHF, UHF, and 700-800 MHz, narrow band, conventional and trunked personal/portable radio transceivers.

Specifications for battery charging units and jerk-and-run mobile radio converter consoles are also included.

2.27.1 (b) Mid-Tier

This specification describes various types VHF, UHF, and 700/800 MHz analog, digital, conventional and trunked personal/portable radio transceivers.

2.27.1 (c) Low-Tier

This specification describes various types VHF, UHF, and 800 MHz analog conventional and trunked personal/portable radio transceivers

2.28 Transmitter Standards

Definitions, standards, and methods of measurement shall conform to EIA Standard RS-316B, unless otherwise noted.

2.28.1 (a) Carrier Power Output

- High-Tier

VHF: 5 watts minimum

800 MHz: 3 watts minimum

- Low-Tier

2 watts minimum

2.28.1 (b) Spurious and Harmonic Emission

- High-Tier -75 dBc

- Low-Tier -60 dBc

2.28.1 (c) FM Hum and Noise

- High-Tier -40 dB or better (12.5 kHz)

- Low-Tier -35 dB or better (12.5 kHz)

2.28.1 (d) Transmit Audio Distortion

- High-Tier Less than 3%

- Low-Tier Less than 5%

2.29 Receiver Characteristics



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- 2.29.1 Adjacent Channel Selectivity
 - High-Tier -61 dB or better (12.5 kHz)
 - Low-Tier -50 dB or better (12.5 kHz)
- 2.29.2 Intermodulation
 - High-Tier -75 dB or better (12.5 kHz)
 - Low-Tier -60 dB or better (12.5 kHz)
- 2.29.3 Spurious and Image Rejection
 - High-Tier -75 dB or better (12.5 kHz)
 - Low-Tier -60 dB or better (12.5 kHz)
- 2.29.4 Audio Power Output
 - High-Tier 500 mw at less than 3% distortion
 - Low-Tier 500 mw at less than 5% distortion

2.30 General Electric and Mechanical Characteristics:

2.30.1 Components Included:

The vendor shall supply all necessary components, such as transceiver, battery, and flexible antenna.

The radio shall effectively have the following exterior controls: Power on/off, volume, channel selector, and push-to-talk switch. The radio shall be supplied with an integral microphone and loud-speaker. The push-to-talk switch shall be located on the side of the transceiver so it may be conveniently depressed while speaking into the microphone.

2.30.2 Programming:

- Each unit under this section except for the Low-Tier model shall be completely Field programmable. All channel information such as transmit and receive RF frequencies; CTCSS tone frequencies, and anything else which would be functionally tied to the channel selector of the radio, shall be fully field programmable and reprogrammable utilizing a single programming unit.
- Field Programmer - Each Vendor shall provide as an option, a field programming unit which is designed to fully program the channel personality of each radio under this section. The programmer may either be a self-contained programming unit, or the programmer may consist of an interface unit and software to convert a personal computer to a field programmer.

2.31 Battery Cycle

The rechargeable battery supplied with each radio shall have the capacity to provide at least 8 hours of service when used in a 5% transmit, 5% receive, 90% standby duty cycle.

2.32 Battery Chargers

- 2.32.1 **High-Tier:** Single and multiple (minimum 5 unit) battery chargers shall be available and priced separately on the price pages. The chargers shall recharge a completely discharged battery within 3 hours; thereafter a low (trickle) charge rate shall be available.



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The chargers shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.32.2 **Low-Tier:** A single unit battery charger shall be available and priced separately on the price pages. The charger shall recharge a completely discharged battery within 14 hours; thereafter a low (trickle) charge rate shall be available. The charger shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.33 Mobile Radio Converter Console and Charger (High-Tier Model Only):

2.33.1 **Availability:** There should be available, as an extra option, a mobile charger/converter console. The charger/converter console shall conform to the following criteria:

1. The vehicular chargers shall accept both VHF, UHF, 700/800 portables.
2. Circuitry shall be incorporated in the charger which will prevent over charging the battery if it is left on charge indefinitely.
3. The unit shall completely recharge either low or high capacity batteries in three hours or less.
4. A temperature sensing logic circuit shall be provided that prevents charging a battery that is too hot or cold for reliable safe charging.
5. When the portable is in the vehicular charger, the battery shall be electrically disconnected and the portable shall be powered from the vehicle battery. Operation of the portable in the charger shall not drain or prevent the portable battery from charging. It shall be possible to use the portable in the charger even if its battery is dead.
6. Audio power amplifier and charger circuitry shall be turned on by insertion of the portable in the charger and turned off by removal of the portable from the charger.
7. The charger/converter shall provide the vehicle enclosure for the radio and shall provide for the following items:
 - Connects the radio to the external antenna.
 - Connects the radio to the vehicle microphone.
 - Connects the radio to the vehicle audio amplifier and speaker.
 - Connects the radio to the charging circuit.

2.33.2 A key locking assembly shall be furnished to provide for locking the radio in the charger unit. The charger/converter mounting shall meet applicable federal safety standards for automotive accessories. A red LED "Transmit" indicator.

2.33.3 Accessories - Each charger/converter shall include the following accessories:

- Microphone with coiled cord and connector.
- A 12 watt amplifier and speaker.
- Mounting brackets and hardware to mount the charger and its accessories.
- If a special calibrator is required to adjust the chargers, one shall be furnished.
- Special 12 watt speaker volume control or pad. Each 12 watt speaker amplifier, or the vehicle charger, shall incorporate a variable pad or volume control to allow for



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presetting the portable volume control to a normal listening level, and then when the portable is inserted into the vehicular charger, the volume level will be correct for vehicular use without further adjustment.

2.33.4 Power Requirements: The charger/converter shall be designed to operate from a normal 12 volt negative ground automotive electrical system. The reference voltage shall be established at 13.6 volts DC.

2.33.5 Mechanical Adjustment: The vehicular charger shall be mechanically adjusted by the factory before delivery and shall not require further adjustment by the buyer prior to being placed into service. All mechanical adjustments shall have locking devices to ensure their continued alignment during operation. Proper operation of the vehicular charger includes the unit's ability to lock in and release the portable radio in a smooth and easy manner without binding. All electrical functions of the unit shall be operational with the portable radio properly locked in. The pins contacting the portable radio shall be a heavy-duty type, capable of withstanding multitudinous insertions and removals of the radio from the charger.

2.34 ANALOG & DIGITAL MOTORCYCLE REAR-MOUNT RADIO:

This specification describes low and mid power radios, for motorcycle use. Offerings shall meet the corresponding mobile radio applications.

2.34.1 **Installation:**
The radio unit shall be designed for two-piece rear fender/handlebar control head mounting on Kawasaki, Honda, BMW, or Harley Davidson motorcycles, and shall meet Federal safety requirements.

2.34.2 **Interconnecting Cables:**

2.34.2 (a) All cables and wires shall be furnished to connect the unit to its associated control head and to interconnect the mobile unit with its accessories and the vehicle electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors.

2.34.2 (b) Connectors shall have a screw fastener to mechanically secure the connectors.

2.34.3 **Control Panel:**

The control panel shall be functional, attractive and include all facilities for operating the radio. Controls shall include on-off switch, volume control and squelch disable switch, a red light indicator for transmitter operating, a frequency selection switch for multifrequency requirements, an alpha/numeric channel indicator display, and a Priority Scan enable switch. The control panel shall be weather proof.

2.34.4 **Microphone:**

2.34.4 (a) A military palm-type, noise-cancelling microphone shall be supplied as part of the equipment. The microphone shall be a dynamic or magnetic type, and shall include a convenient push-to-talk button for transmitter control. Option helmet (head set) microphones are encouraged to be listed.

2.34.4 (b) The microphone cord shall be a retractable type, with conductors of tinned metallic stranded wire not smaller than AWG size 30. The microphone cord



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shall be terminated with a separate screw-on male connector or telephone type modular connector, for mating with the receptacle supplied on the radio.

2.34.5 **Optional Weatherproof Housing:**

2.34.5 (a) Housing shall provide a weatherproof seal to the elements and shall be capable of preventing unauthorized access to the radio by some type of key lock mechanism. Housing should also be capable of supporting an antenna mount.

2.34.5 (b) Weatherproof Housing shall be included as a purchase option of the radio.

2.34.6 **Power Supply:**

2.34.6 (a) The power supply shall be designed to operate from a normal 12 volt negative ground motorcycle electrical system. The reference voltage shall be established at 13.6 VDC. DC input to the radio shall be adequately filtered to exclude all alternator noise.

2.34.6 (b) The power supply, and associated transmitter and receiver, shall be designed so that no degradation shall result (except for a 3 dB loss in transmitter power) in the receiver audio output, squelch sensitivity and SINAD sensitivity if the power supply voltage is varied +/-10% from 13.6 VDC.

2.34.6 (c) The power supply, transmitter, and receiver shall be adequately protected by replaceable type fuses or circuit breakers.

2.35 **FIXED LINK BASE RADIOS**

The following items are system specifications and shall be determined on a per channel basis, as appropriate, for two link transceivers and associated equipment.

2.35.1 **Power Requirements**

Each low power transceiver shall operate from a negative ground +12.6 volt supply. The transmitter current drain shall be adjustable to less than 1.0 amps when transmitting (at reduced power). The complete transceiver shall operate in an idle condition with a current draw of:

2.35.1 (a) Category 1- Less than 150 ma.

2.35.1 (b) Category 2- Greater than 150 ma., but less than 800 ma

2.35.2 **Environmental**

The transceivers shall operate and meet the specifications herein set forth over an ambient temperature range of 0 to +50 degrees Celsius, with a maximum humidity of 95% at altitudes from sea level to 10,000 feet. The equipment shall remain operational over an ambient temperature range of -20 to +55 degrees Celsius.

2.36 **Duplexer, BP & BP/BR**

The vendor shall list an optional duplexer. A duplexer, pre-tuned to the frequencies specified in the purchase order, shall be available with each link transceiver. It shall be included as a separate priced unit for each transceiver package. Both Pass and Band Pass / Band Reject duplexers should be offered.

- Insertion Loss shall be 1.5 dB maximum



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- Connectors - Type N Female

2.36.1 **Option A** - UHF Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 75 dB
- Receiver isolation at Transmitter Frequency / 75 dB

2.36.2 **Option B** - 700-800 MHz Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 65 dB
- Receiver isolation at Transmitter Frequency / 65 dB

2.37 **Re-Radiation Loss**

The vendor shall list an optional isolator with no more than 0.5 dB total insertion loss and shall be capable of dissipating at least 10 watt of reflected power. Re-radiation of intermodulation products shall be no greater than -50 dBm from the duplexer antenna port when a spurious signal within the duplexer's pass band arrives at that port at 0 dBm (EMR model numbers 7540/2 / 7640/2 or equal). It shall be included as part of each transceiver package as a separate unit.

2.38 **Common Circuitry**

The transceiver shall be made with removable modular card construction and fit in a standard 19-inch rack mount. The transceiver shall have interfacing circuitry that provides a common point for external control (PTT, COR, power, and 600 Ohm audio connections) to the transmitter and receiver.

2.39 **Audio Requirements**

The transceiver shall have a 600 ohm balanced 4-wire audio interface. Transmitter and Receiver audio levels shall be adjustable from 16 to +1 dBm. The overall frequency response of the link (end to end) shall exceed a 3002 grade line with type C2 conditioning and be capable of passing industry standard function tones.

2.40 **Physical Size/Form Factor**

The physical size of the transceiver shall be such that it will fit in a 19-inch equipment rack (width) while not occupying more than 4 rack units (7 inches) vertically. The unit's depth shall not exceed 15 inches. The transceiver should be modular with individual modules plugging into the backplane via a card edge connector.

2.41 **Transmitter Characteristics**

The transmitter shall meet or exceed the following minimum specifications:

2.41.1 **Carrier Power Output**

- Category 1 / 6 watt minimum VHF, UHF, 3W minimum 700/800 MHz.
- Category 2 / 12 watt minimum VHF, UHF, 700/800 MHz

2.41.2 Spurious and Harmonic Emission Attenuation / 70 dB below carrier

2.41.3 Audio Frequency Total Harmonic Distortion / 5% maximum

2.41.4 Key-Up Time to Full Output / 40 milliseconds, maximum

2.42 **Receiver Characteristics**

2.42.1 Spurious Response Rejection (Attenuation) / 90 dB Minimum



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- 2.42.2 Intermodulation Spurious Rejection (Attenuation) / 75 dB Minimum
- 2.42.3 Adjacent Channel Selectivity / - 45dB (12.5KHz)
- 2.42.4 Audio Output / -16 dBm to +1 dBm (600 Ohms).
- 2.42.5 Buffered discriminator output
- 2.42.6 External Mute - The receiver shall have an external mute input which while actively prevent any audio signal from passing through the 600 Ohm receive output port.

2.43 LOW POWER VEHICULAR REPEATERS EQUIPMENT

This specification describes VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and used to extending the range of the user's portable radio.

2.44 MULTI-BAND RADIOS

This section describes radios capable of operating in multiple public safety radio bands. For the purposes of this contract the 700 MHz and 800 MHz bands are considered a single band. Specifically, these radios are capable of operating in any two or more of the VHF, UHF, or the 700/800 MHz bands. Otherwise specifications are controlled by the class and tier of the offered product.

2.45 ANALOG & DIGITAL BASE/MOBILE RELAY STATION FIXED RADIO EQUIPMENT

Model Specifications

2.45.1 Basic Operations

The following specification describes, VHF High-band, UHF, 700 MHz, and 800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation. Must be FCC type accepted to meet the modulation mask described in FCC Part 90.210.d. Trunked stations must meet the APCO 16, P25, or Open Sky system requirements. All 700 MHz stations shall be capable of P25 operation. Stations shall be capable of the following three modes of operation:

- Mode 1 - The station operates as a mobile relay only
- Mode 2 - The station operates as a tone and/or E&M remote controlled base station and mobile relay
- Mode 3 - The station operates as a tone and/or E&M remote controlled simplex or duplex base station

Digitally trunked base/repeaters shall be of the same model line as the conventional radios.

2.46 Electrical Specification:

The equipment shall be designed to operate from a primary power source of 117 volts AC, 60 Hz. Adequate overload protection shall be provided. All power supplies shall use only high-quality, long-life, solid-state components as active devices. The equipment shall also be capable of operating from an external DC power source.

2.47 Transmitter Characteristics:

- 2.47.1 The transmitter shall use solid-state components throughout. The use of vacuum tubes in any stage is not acceptable.
- 2.47.2 Each station offered shall be capable of normal, continuous duty operation.



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2.47.3 The transmitter shall be supplied for single frequency operation at any frequency within the VHF, UHF, 700 MHz (745-805 MHz) or 806-869 MHz bands. An alternate option for two or more frequency stations shall also be an option. The transmitter shall be factory aligned to the frequency specified in the purchase order.

2.47.4 **Transmitter Standards:**

- **Carrier Power Output Rating:**
High-Tier 40-100 watts, continuous duty.
- **Conducted and Radiated Spurious Emissions:**
High-Tier / -85 dB (12.5 kHz)
Mid-Tier / -70 dB (12.5 kHz)
- **Audio Frequency Harmonic Distortion:**
High-Tier / All Bands: 2% Max.
Mid-Tier / 3% maximum
- **FM Hum and Noise Level:** High-Tier / -45 dB (12.5 kHz)
Mid-Tier / -34 dB (12.5 kHz)

2.47.5 **Reradiated Loss:**

Re-radiation of intermodulation products shall be at least -50 dBm VHF (-30dBm) all other bands) from the transmitter antenna port or at the external isolator output port (if provided) when a spurious signal arrives at the port at 0 dBm. Any isolators used to accomplish this, shall be capable of dissipating at least 50 watts of

2.48 Receiver Characteristics:

The receiver shall be completely solid-state, utilizing only high-quality, long-life, solid-state components as active devices. The receiver shall be rated for continuous operation.

2.48.1 **Receiver General Characteristics:**

- **Adjacent Channel Selectivity:** High-Tier / -75 dB at 12.5 KHz
Mid-Tier / -60 dB at 12.5 KHz
- **Spurious Response Attenuation:** High-Tier / -95 dB at 12.5 KHz
Mid-Tier / -70 dB at 12.5 KHz
- **Intermodulation Spurious Attenuation:**
High-Tier / -80 dB at 12.5 KHz
Mid-Tier / -70 dB at 12.5 KHz

2.48.2 **Carrier Operated Relay:**

A carrier operated relay (COR) shall be provided. Upon receipt of an on-frequency RF carrier signal and the required squelch activating sub-audible tone, this relay shall provide closure of a pair of normally open dry relay contacts.

2.48.3 **Mobile Relay Operation:**



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The receiver repeat audio shall be connected to the transmitter modulator input through a gain control to permit independent adjustment of transmitter modulation level. The repeat level shall be independent of line input/output levels. A carrier control timer shall be provided. This will limit the duration of any continuous mobile relay transmission to a pre-selected interval of from 30 seconds to 5 minutes.

2.49 Station Control and Operation:

2.49.1 Station Audio Control:

The station shall be designed to accept two-line, 4-wire audio; 0 dB in/0 dB out.

2.49.2 Tone Control Scheme:

The base station shall be controlled by in-band tones for the remote controlled transmit function and the repeater enable/disable function.

2.49.2 (a) Transmit Tone Control:

- Transmit tone control shall be by tone intervals of the following sequence:
 - A = Guard Tone (2175 Hz) for 125 msec. nominal
 - B = Transmit Tone (1950 Hz; 10 dB down from (A) for 40 msec. nominal
 - C = Low Level Guard Tone (2175 Hz for the duration of the message; 30 dB down from A)
- The "B" function tone shall activate the transmit function of a single frequency base station with the "C" tone continuing throughout the message.
- The station decoders shall not respond (false) to voice peaks up to test tone levels or noise up to -10 dBm.
- The tone decoder overload (talk-down level for voice peaks shall be greater than the test tone level; the overload level for noise shall be such that overload does not occur with levels as high as 10 dB below test tone.

2.49.2 (b) Tone Squelch Disable:

The receiver sub-audible tone squelch unit shall be disabled by the short tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. nominal

B= CTCSS Disable Tone (2050 Hz); 10 dB down from (A) for 40 msec. nominal

2.49.3 Repeater Enable/Disable Function:

The mobile function of the station shall be enabled and disabled by the tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. is nominal

B= Function Tones (10 dB down from A, 1550 Hz for enable, 1440 Hz for disable) for 40 msec. nominal



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2.49.4 E&M / DC Control

The station shall provide a contact point, which when grounded, will key the station and allow the transmission of line audio. When the station is keyed by grounding the contact point, the remote control function shall have priority over the repeater function. Also, tone remote keying shall have priority over DC contact keying.

2.49.5 Microphone and Speaker

A palm-type microphone with push-to-talk switch and hang-up bracket shall be supplied with each unit for local control. A permanent magnet loud speaker with volume control shall also be supplied. The volume to the monitoring speaker shall be independent of the transmitter repeat and line output levels. The local PTT and microphone audio functions shall override repeater or line PTT and audio.

2.50 Optional Duplexer:

For the UHF & 800 MHz stations only, an optional duplexer, pre-tuned to the frequencies specified in the purchase order, shall be considered separately. It shall be capable of being mounted horizontally in a standard 19" rack. Models determined to meet the requirements of this section include the EMR 65534/ENC, SBC-2 for UHF, and the Celwave PD898 for 800 MHz, or approved equivalents. Because of random Tx/Rx frequency splits, VHF duplexing equipment is not a requirement of this RFP.

2.50.1 Frequency Separation: UHF MHz: 5 MHz minimum
700 MHz: 30 MHz minimum
800 MHz: 45 MHz minimum

2.50.2 Maximum Power Input: (Continuous duty) / 100 Watts

2.50.3 Insertion Loss:

UHF: at 5.0MHz Separation: 1.0dB Max.
700 MHz: at 30 MHz Separation: 1.0 dB Max.
800 MHz: at 45 MHz Separation: 1.0 dB Max.

2.50.4 Transmitter Noise Suppression at Receive Frequency:

UHF: : 75 dB minimum
700/800 MHz: 65 dB minimum

2.50.5 Receiver Isolation at Transmit Frequency:

UHF: : 75 dB minimum
700/800 MHz: 65 dB minimum

2.50.6 Maximum VSWR: 1.5:1 or less; both bands

2.50.7 Connectors: Type N Female or 7/16 DIN

2.51 General Electrical and Mechanical Characteristics:

2.51.1 Basic Components:



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- The radio equipment shall be installed in a standard, indoor cabinet enclosure, or an optional heavy-duty, aluminum, 19-inch, open relay rack of a nominal 90-inch height, meeting EIA Standard RS310C (Harris -Dracon 46055-005 or approved equivalent). All station chassis shall be mounted near the middle of the rack. The maximum height of the mobile relay/base station equipment shall be 37 inches.
- All RF input/output connectors on major station assemblies shall be Type N, BNC, or TNC, or some other approved locking RF connector.

2.51.2 Special Tools:

One complete set of any specialized hand tools shall be provided with each base/mobile relay station ordered. Tools shall include all necessary tuning tools, cables, card and/or module extenders, etc., to locate defective parts, trace equipment malfunctions, and perform routine maintenance.

2.51.3 Service Meters:

Panel mounted meters with associated selector switches or similar means may be optional with all units to measure all transmitter and receiver circuits essential to tuning and servicing. Such meters or fixtures shall be separately priced. If a computer interface is required for routine maintenance, the software shall be provided.

2.51.4 Wiring:

Wiring shall be color coded or marked in an acceptable manner for ease of maintenance. All inter-chassis wiring shall be clamped, laced or tied to prevent undue mechanical strain on connectors and terminals. When subjected to an open flame, hot soldering iron, or short circuit, the wire used in this equipment shall not support combustion for more than five seconds after the heat source is removed.

2.52 COMMUNICATION SERVICE MONITORS

These specifications describe a Communications Service Monitors for use in the maintenance of public safety land mobile radio communications system. These systems will be primarily conventional narrowband FM, conventional P25, trunked P25 or Astro 25 systems.

2.52.1 Physical Construction:

The complete monitor, including any and all modules, shall be contained in the mainframe. All switches, controls, inputs and outputs normally used during operation should be accessible from the front of the instrument. The mainframe cabinet shall be provided with a cover to protect the controls and oscilloscope from damage. The monitor shall operate over a temperature range of 0 to 40 degrees Celsius and weigh less than 35 pounds, including all plug-in modules and batteries.

2.52.2 Electrical Specifications:

The monitor shall be all solid-state. The monitor shall be capable of accepting operating power from one of two sources. No internal modifications or adjustments shall be required by the operator to change from one power source to another.

2.52.2 (a) A.C. Power / 120 VAC, 60 Hz; the unit shall be supplied with a 6-foot grounding power cord.

2.52.2 (b) D.C. Power / 12 VDC to 15 VDC; the unit shall be supplied with the required connector to supply D.C. power to the monitor for specific classifications.

2.52.3 Service Monitor Operating Sections:



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The following functions shall be provided by the monitor, as defined by instrument class:

- R.F. Signal Generator
- R.F. Receiver
- Duplex R.F. Signal Generator
- General Purpose Oscilloscope
- R.F. Spectrum Analyzer
- Tracking Generator
- High Stability Oscillator (0.01 ppm - 0.1 ppm)
- Frequency Counter
- Power Meter
- Audio Generator
- Distortion Meter
- General Purpose Oscilloscope

2.52.4 Signal Generator - Signal output(s) shall be provided to allow servicing and alignment of FM communications receivers.

2.52.5 Frequency Generation - Continuous from 1 MHz to 1000 MHz .

2.52.6 Output Level - 0.1 microvolt to 20 millivolts

2.52.7 Output Level Accuracy: <+/- 2Db

2.52.8 Time Base Aging and Stability: 1.0 PPM/year after the first month

2.52.9 Frequency Step Resolution: 10 Hz or better

2.52.10 Modulation: AM & FM

2.52.11 Audio Generator: 1 KHz fixed, & variable frequency tone

2.53 Receiver Monitor/Display:

The receiver/monitor shall display demodulated signals on the LCD display/meter and allow audible monitoring via a self-contained speaker.

2.53.1 Frequency Range & Accuracy: Same as for Signal Generator

2.53.2 Input Sensitivity: 2 microvolt maximum for 10 dB SINAD

2.53.3 Input Impedance: 50 ohm, nominal

2.53.4 Deviation Measurement Range: <+/- 2.0 KHz to >+/- 10 KHz peak for full scale display

2.53.5 Deviation Measurement Accuracy: +/- 5%

2.53.6 Demodulated Output Distortion: < 10%

2.53.7 Frequency Meter Error Resolution: 1 Hz/10 sec. gate time

2.54 Oscilloscope

The receiver LCD display should be made available for use as a general purpose oscilloscope to 50 KHz or 500 KHz, depending upon classification/model.



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2.55 Spectrum Analyzer

- 2.55.1 Frequency Range: 400 KHz to 1000 MHz
- 2.55.2 Dynamic Range: -90 dBm to -30 dBm
- 2.55.3 Display Range: >70 dB calibrated in dBm
- 2.55.4 Horizontal Display Calibration: Shall have selectable per-division sweep calibration.
- 2.55.5 Calibration: A reference signal should be available from the instrument to be used for level calibration.

2.56 Duplex RF Signal Generator

- 2.56.1 Offset Frequency Range: +/- 10 KHz to +/- 45 MHz
- 2.56.2 Output Level: >100 microvolt

2.57 Accessories

The monitor shall be provided with a whip antenna designed to make off-the-air measurements, an output cable assembly, and a service manual.

2.58 Operational Considerations

It is the intent of these specifications to buy a dependable communications service monitor to service government-owned communications equipment. The monitor must be ruggedly constructed to withstand severe vibration and shock encountered during travel to remote transmitter sites.

The instrument will be used daily and must be a reliable standard under the specified extremes of temperature and other conditions experienced during routine service procedures. The monitor shall be portable and completely self-contained. The service monitor shall be so constructed and labeled for easy use. Protection should be provided to minimize damage to the instrument by an inadvertent keying of a transmitter into the generator output(s). The generator's output(s) shall withstand a minimum of 100 watts for up to 30 seconds.

2.59 Configurations

Three configurations of monitors shall be proposed separately, depending upon option level and vendor product line. These shall include the following:

- 2.59.1 Maximum Feature Test Set with Extended Range Duplex Signal Generator (no offset limit within 1-1000 MHz range), Spectrum Analyzer with full span (1-1000 MHz) sweep, Tracking Generator, High Stability Oscillator, & Computer control interface. Must list options required to meet specifications. It requires P25 digital trunking, Smartnet trunking capability. Options may include extended RF range, automatic test and tuning software, additional digital modes including LTE, BER testing (List all trunking modes and other additional options as offered by vendor.)
- 2.59.2 Full Feature Portable Service Monitor with Duplex Signal Generator (1000 MHz), Spectrum Analyzer (1000 MHz), Tracking Generator (1000 MHz), and High Stability Oscillator (0.5 ppm), with internal Battery Power (List trunking and other additional options as offered by vendor). Units determined to meet the intent of this specification include the Freedom 8000 series and Aeroflex 8800 series.

2.60 GENERAL SPECIFICATIONS:

- 2.60.1 Non-Proprietary Specifications



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- 2.60.1 (a) These specifications describe electronic radio equipment to be used in various Arizona State, VHF High-band, UHF 450 MHz and 700- 800 MHz (Conventional and Trunked) radio communications systems. This document will describe separately, the requirements for fifteen (15) different classes of electronic equipment.
- 2.60.1 (b) Only the VHF (150-174 MHz) model in all radio lines will be evaluated on technical specifications. If a VHF conventional product qualifies for an award in a product line, then the vendor may add their conventional UHF Band, and qualification of a conventional 800 MHz product will allow a 700 MHz product in the same radio line to be added to the contract, providing the discount percentage is the same as for the VHF or 800 MHz model.
- 2.60.1 (c) The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available electronic equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications is not sufficient cause to adjudge these specifications as restrictive.

2.61 CONTRACTOR SUPPORT (Installation and Maintenance):

2.61.1 Instruction Books, User Guide and Product Literature

The contractor will make available the following equipment documentation to purchasers in any quantity specified by the purchaser over and above the quantity required to be included with the unit price. Manuals will accompany the equipment at time of delivery or may be delivered prior to equipment delivery.

- OPERATORS MANUAL One (1) operators manual will be furnished with each equipment unit. This manual will provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual will be a volume separate from all other manuals.
- INSTALLATION MANUAL the installation manual will consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of assembly sufficient to assure proper operation at completion. This manual may be a section of the service manual. Installation manuals **will be included** with each lot of purchase for example: a) one (1) manual for each base/repeater unit b) one (1) manual for each of the mobile or portable radio units, up to a maximum of ten (10) manuals for each lot of mobile or portable radios. The purchaser will specify additional manuals required with each purchase.
- SERVICE MANUAL The service manual must contain circuit descriptions in verbal and illustrative form which are concise and all inclusive. Sections of the manual will include theory of operation to the component level, parts lists, troubleshooting flow diagrams and charts, instructions for alignment programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly diagrams. Also included will be a list of maintenance and test equipment required for equipment maintenance prescribing make, model, description, manufacturer and alternatives. Service



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manuals will be included with each lot of purchase in the same manner as described above for the installation manual. The purchaser will specify additional manuals required with each purchase.

2.61.2 Warrantee (additional requirements):

It Contractors shall warrantee all equipment for one (1) year following the equipment's Acceptance.

2.61.3 Parts Support:

All equipment covered by these specifications and any resultant contracts will have a minimum service life of seven (7) years from date of delivery to the purchaser and the contractor will guarantee replacement parts stocking by the contractor and/or authorized distributor for this service life period.

2.62 WORKMANSHIP

All the various types of equipment supplied under this Contract shall be of the latest, most improved model, past the development state and in factory production. Such equipment shall have a satisfactory production performance record as evidenced by product literature supplied by the Contractor and as determined by the State. Equipment without performance data will be subject to a technical evaluation for acceptability. If requested, Contractor shall supply a sample unit to the State within ten (10) days of the request. The sample unit will be returned within sixty (60) days.

Components used in the equipment shall be only those specified in Contractor's equipment literature. Contractor shall provide a name and telephone number list of users/agencies that have purchased and installed the proposed equipment for the State's use during the evaluation process.

2.63 PROGRAMMING

Each model of radio shall have a Radio Programming Device available if one is required to program the radio. This software shall be for the highest level and revision of software available, including all maintenance software. The vendor shall agree that purchase of a single software package constitutes a "user" license per-site and may make necessary copies for internal use as required at a site. The vendor shall also offer at a reasonable additional cost, a "system" license for use at up to 10 agency service shops.

3.0 Digital Microwave Terminals

- 3.1.1 Offer(s) shall be the manufacturer or distributor of the products requested and specified;
- 3.1.2 Standards and specifications from the following shall be used unless otherwise specified;
- 3.1.3 Federal Communications Commission (FCC) Title 47 Parts 2, 15, and 101 as applicable;
- 3.1.4 Bellcore Technical References;
- 3.1.5 International Telecommunications Union – Telecommunications Standardization Sector (ITU-T), formerly known as CCITT;
- 3.1.6 International Telecommunications Union Radio Communication Sector (ITU-R), formerly known as CCIR;
- 3.1.7 Institute of Electrical and Electronic Engineers (IEEE);
- 3.1.8 MIL-HDBK-217, Reliability Prediction of Electronic Equipment;
- 3.1.9 Underwriters Laboratory (UL);



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- 3.1.10 American National Standards Institute (ANSI);
- 3.1.11 Electronic Industries Association (EIA);
- 3.1.12 Telecommunications Industries Association (TIA);
- 3.1.13 In case of conflicting requirements of standards, they apply in the sequence in which they are listed above. The complete apparatus shall also comply with the applicable codes, laws, and regulations of all governmental agencies having jurisdiction.

3.2 General Requirements

- 3.2.1 Equipment to be furnished complete:
 - 3.2.1 (a) When requested a fully functional assembly with standard industry interfaces for the signal payload, power connections, alarm I/O connections and any required data or service channel interfaces. All other accessories would be priced separately in the vendors catalogs at a discount off listed price and in as much as these materials may be provided by the purchaser or already exist.
 - 3.2.1 (b) Equipment supplied under this contract shall be new and provided with the latest hardware and software revisions currently being shipped. The Contractor shall notify the Purchaser when any hardware or software revision is incompatible with previously shipped equipment. The Contractor shall identify the incompatibility and shall provide a method to resolve the incompatibility.
 - 3.2.1 (c) Equipment supplied under this contract shall be standard production, identified by model numbers as listed in supplier's catalogs and price pages. All equipment supplied under this contract shall be in full production status. Equipment still in testing phases shall not be accepted.
- 3.2.2 Instruction Manuals - A complete, comprehensive set of instructions, block diagrams, and operating manuals shall be furnished for each piece of equipment supplied. Manuals shall be provided in the form of printed copy and available on CD Rom at no cost. The intent is for documentation at a level sufficient for maintenance to the lowest replaceable unit. Each instruction manuals shall contain the following as a minimum:
 - 3.2.2 (a) Complete block diagrams including information outlining method of operation, supply voltages, etc. for all equipment.
 - 3.2.2 (b) Circuit diagrams showing internal interconnect wiring of all equipment.
 - 3.2.2 (c) Complete instructions covering operation, theory of operation, and maintenance of all equipment and accessories.
 - 3.2.2 (d) Servicing manuals, instructions, and procedures shall be of sufficient detail in order to perform detailed maintenance down to the sub-assembly level.
 - 3.2.2 (e) Diagrams showing inter-equipment wiring and cabling including terminal block connections.
 - 3.2.2 (f) Normal point-to-point operating voltages, current, and power levels for test and adjustment purposes.
 - 3.2.2 (g) Detailed installation instructions.
 - 3.2.2 (h) Detailed list of all replacement spare parts.
 - 3.2.2 (i) Block and level diagrams.

3.3 As-Built Drawings



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Two sets of as-built drawings for the whole system plus one set for each site shall be supplied to the Purchaser indicating the location of the equipment, exterior equipment wiring, cabling, block and level diagrams, and any other details that are either different or omitted from the instruction books supplied. If only equipment has been ordered and not a complete system, the as-built drawings shall show the equipment interconnection details and specific frequencies for each piece of equipment.

3.4 Contractor's Guarantee

Contractor guarantees that the equipment furnished under the contract meets all of the requirements contained within this specification. Product shall meet or exceeds the manufacturers published performance specifications, as well as all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) rules and Electronic Industries Association (EIA) specifications.

3.5 Warranty Service and Maintenance Contracts

Contractor shall repair or replace without charge to the Purchaser, any equipment or part that which fails in operation during normal use within 24 months from the date of receipt of the equipment. This shall not apply to failures caused by acts of God or extraordinary circumstances beyond the control of the Contractor.

3.5.1 Contractor shall support the following:

- 3.5.1 (a) maintenance
- 3.5.1 (b) servicing
- 3.5.1 (c) removal and replacement of defective parts
- 3.5.1 (d) adjustments and measurements

3.5.2 In order to maintain the equipment supplied under this contract to the manufacturer's specifications and requirements of the FCC for a period of 2 years from the date of the receipt of the equipment. This shall be at no additional cost for those services requested for malfunctions reported during a normal working day. A normal working day is considered to be Monday through Friday, 0800 to 1700 hours, holidays excepted.

3.5.3 Contractor shall have a technician (at a fee) that has been trained and is competent to maintain the supplied equipment on 24-hour call at all times. Phone numbers and addresses shall be provided of the people to contact in an emergency. If the Purchaser elects to maintain the equipment themselves, the Contractor shall provide 24-hour call-in technical support 7 days a week. Contractor shall provide at time and expense price list for onsite maintenance services which may be purchased on an as needed basis.

3.5.4 When a malfunction is reported and service is requested, the Contractor's technician shall be able to provide technical support within 60 minutes after the Contractor or their representative was notified by the Purchaser.

3.5.5 Contractor shall provide the names of the persons who shall be the primary contact point for service, complaints, and general inquiries. Their names, addresses, and telephone numbers shall be submitted in Section 3 Personnel section.

3.5.6 Contractor shall quote when requested, charges for malfunctions reported, service requested, and maintenance performed as follows:

- 3.5.6 (a) After 1700 and before 2400 hours, Monday through Friday.
- 3.5.6 (b) After 2400 and before 0800 hours, Monday through Friday.
- 3.5.6 (c) Saturday, Sunday, and holidays.

3.5.7 Equipment or part replaced under the provisions of this warranty becomes the property of the Contractor. If the Contractor desires the defective equipment or part returned all



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transportation charges shall be the responsibility of the Contractor. If the Contractor does not specifically request return of such replaced parts within the 30 days from date of replacement, the equipment or parts become property of the Purchaser. Contractor shall provide repair and return service for two years at no charge.

3.5.8 Replacement parts shall be regularly stocked by the Contractor and/or authorized distributor. Delay in the Purchaser's receipt of replacement parts shall not exceed ten calendar days from Contractor's or distributor's receipt of order.

3.5.9 Contractor shall guarantee delivery of emergency orders within 48 hours from receipt of order. Emergency orders shall be transported by the most expedient manner available with the transportation cost borne by the Purchaser less normal shipping cost.

3.6 Failure to Meet Requirements of Specifications

3.6.1 Should any of the inspections, tests, or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the specifications, the Purchaser shall reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to the requirements of the specifications.

3.6.2 Material and equipment furnished shall be subject to approval by the Purchaser(s), including engineers selected to review the products with regard to design, operation, performance and requirements of this specification. The acceptance of equipment or parts thereof shall in no way relieve the vendor of responsibility for furnishing equipment that meets this specification in all detail.

3.7 Detailed Specifications of Equipment

3.7.1 Contractor shall submit a complete description of the operation of the quoted equipment when requested. The description shall include detailed specifications, photographs, panel layouts with labeled controls, model numbers, and, in general, show all phases of the quoted equipment. These specifications must be complete and cover in detail all requirements set forth herein. Any deviation from these specifications shall be fully explained. No quote shall be considered that does not fulfill these requirements.

3.7.2 Differences may exist in physical arrangements and mechanical construction of standard products of various manufacturers. However, the requirements as stated in this section describe a state-of-the-art microwave radio system concept as related to the operation, expansion, maintenance, and requirements. Equipment offered that does not meet these requirements must have a detailed statement of where deviations exist. A description describing exactly how the equipment differs and the reasons the equipment is equivalent to the requirements of the specification.

3.8 Maintenance and Test Equipment List

3.8.1 Contractor shall provide when requested, a list of recommended spare parts and test equipment deemed necessary to maintain the equipment.

3.9 Material and Workmanship

3.9.1 Material and workmanship shall conform as specified to the latest standardizing bodies as the IEEE, EIA, NEMA, NEC, FCC, etc. Applicable EIA standards shall be fully met, including all panel and equipment mounting rails, except as required by special circumstances. All material shall be free from defects, corrosion, and scratches.

3.10 Test Procedures

3.10.1 Test procedures shall be conducted as outlined in the EIA standards and IEEE specifications.

3.11 Identification



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3.11.1 Operational controls and adjustments, plug-in-cards, sockets, and terminal strips shall have suitable nameplates or stamps for the identification of function or purpose. All cables, plugs, and sockets shall be marked to provide correct mating.

3.12 **Servicing**

3.12.1 Units shall be readily available for routine servicing. If module or card extenders are required for servicing, then one of each required type shall be furnished.

3.13 **Factory Testing**

3.13.1 Each unit and assembly shall undergo extensive testing prior to shipment from the factory. These tests shall encompass all aspects and functions of the equipment from the component to the unit entirety. Each delivered unit shall be accompanied by a printed record of the dynamic functional test results for that particular unit.

3.13.2 Equipment purchased shall be system tested at the factory prior to shipment to insure proper operation, alignment, and compatibility.

3.13.3 Contractor shall allow the Purchaser to witness the factory testing. The Contractor shall notify the Purchaser a minimum of 30 days prior to factory testing to allow the Purchaser to make travel arrangements. The Purchaser has the right to decline. Equipment purchased under this contract shall have a minimum service life of 10 years from the date of delivery to the Purchaser. Contractor shall maintain replacement parts for this service period. Should parts or equipment purchased becomes nonfunctional within the 10-year service life period; the Contractor shall find approved replacement equipment or new equipment to the Purchaser for the same price as the original equipment.

3.14 **Training**

3.14.1 Contractor shall provide training to the Purchaser's personnel in the operation of all of the equipment supplied under this contract. The training shall be supplied at the Contractor's training facility and shall be provided at no cost based on the amount equipment purchased as follows:

- 3.14.1 (a) 1 to 2 hops of equipment Purchaser pays full cost of training class.
- 3.14.1 (b) 3 to 5 hops of equipment Contractor provides one seat of training at no cost.
- 3.14.1 (c) 5 to 7 hops of equipment Contractor provides two seats of training at no cost.
- 3.14.1 (d) 8 and above Contractor provides three seats of training at no cost plus one additional seat at no cost for every two hops above 11 hops.

3.14.2 In all cases, the Purchaser shall be responsible for travel, lodging, and per diem costs for the people they send to training.

3.14.3 Contractor shall provide technical training in the operation of all of the user equipment supplied. This training shall include:

- 3.14.3 (a) Training in the operation of the equipment and basic troubleshooting techniques. This may include basic board replacement repair where appropriate.
- 3.14.3 (b) The Contractor shall provide factory training in the repair and maintenance of the equipment as applicable. This training shall be at the technician level and shall detail the maintenance, operation, level setting, and repair of any electronic equipment being provided.

3.14.4 Contractor shall set forth the cost for optional additional hours of training and for any optional or additional factory or field classes available.



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3.14.5 Contractor shall coordinate any training schedule with the Purchaser 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for Purchaser approval.

3.15 System Options

3.15.1 Options listed below shall be provided if requested by the State. The prices for these options are to be quoted in single unit quantities. The Purchaser may order any of the following features without any requirement to order any other option. All optional equipment shall meet the requirements of this specification as applicable.

3.15.2 Frequency coordination services as required to comply with FCC rules and licensing instructions. This shall include services required by the FCC at the time the frequency coordination is requested. Provide the cost on a "per-hop" basis.

3.15.3 Field Engineering Work: Provide a quotation for optional field engineering services for the microwave paths. These services shall include but are not limited to:

- 3.15.3 (a) Path engineering, including coordinating with the frequency coordinator to determine the correct frequency band considering interference as well as the physical characteristics of the path.
- 3.15.3 (b) Physical inspection of the sites and verification of the microwave paths.
- 3.15.3 (c) Providing written documentation showing photographs of the sites, site drawings, and equipment installation locations.
- 3.15.3 (d) Provide the cost on a per-hour basis.

3.15.4 Installation Services: A quotation for optional field installation services for the microwave equipment, antennas, waveguide, and ancillary equipment. Provide this price on an hourly basis.

3.15.5 No DS1 Multiplex: A deduct option shall be provided to remove the DS1 multiplex for all microwave radio equipment with channel capacities of 28 DS1s and above.

3.15.6 Encryption: Provide a quotation for available encryption options for the microwave equipment.

3.16 Non-Frequency Specific Requirements

3.16.1 Equipment is required to comply with these requirements unless specified elsewhere. These specifications apply to three (3) classes of microwave systems: TDM (DS1s/DS3s), Hybrid (supporting both TDM and Packet on their native modes), and Packet only radios.

3.16.2 Component Ratings: Each and every component part of the equipment shall be operated within the manufacturer's continuous commercial-duty rating under any combination of operating conditions specified. Relays and switches shall be hermetically sealed and rated for a minimum of 2 million operations.

3.16.3 Overload Protection: Adequate fuses, circuit breakers, or other electronic devices shall be included to protect the equipment from internal and external faults. In the event these fusing devices are employed in circuits exhibiting false operation and yet protect the equipment from a sustained overload.

3.17 Printed Circuit Connections

3.17.1 Panel-end cable connections are necessary to extend and interconnect the circuits to other module panels, wire cables may be used, but they shall be made with stranded wire and of sufficient gage and secured so as to equal the quality and reliability achieved from the printed circuit inter-module connections within a panel. Solid-wire cables shall not be used where cables shall be flexed.

3.17.2 Electrostatic Protection: The Contractor shall provide electrostatic protection device, one per unit.



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- 3.17.3 Electromagnetic Susceptibility and Spurious Radiation
- 3.17.4 As a minimum, the equipment shall meet or exceed the spurious radiated signal requirements of FCC Rules, Title 47, Part 15, Subpart J for Class B computing devices.
- 3.17.5 Microwave equipment supplied under this specification and contract shall be capable of operating normally when located in a rack adjacent to Part 90 LMR base stations, and not less than 3 meters from high-power TV and FM broadcast transmitters.
- 3.17.6 Equipment when all covers are installed shall operate normally if a portable radio transmitter operating at 5 watts or less in the 136 to 174 MHz band, 4 watts or less in the 450 to 470 MHz band, and 3 watts or less in the 746 to 806 / 806 to 869 MHz band, is keyed not less than 2 meters from the closest point on the equipment.
- 3.17.7 Should equipment fail to operate properly under the conditions described above in this section, the Contractor shall be responsible for making any repairs or modifications to the equipment supplied at the Contractor's expense. The Purchaser shall be responsible for making sure any non-Contractor-supplied equipment is operating within specification.

3.18 Mechanical Requirements

- 3.18.1 Indoor mounted equipment shall be supplied in EIA standard, 7-foot or 7 1/2-foot, 19-inch or 23-inch racks. These racks shall be equipped with standard 1-3/4" rack spacing and drilled and tapped for standard 12-24 NF screws. The rack shall be included in the equipment pricing.
- 3.18.2 RF units and other equipment designed to be mounted outdoors shall be capable of optionally installing the equipment indoors in a standard EIA equipment rack.
- 3.18.3 Equipment shall be supplied that shall allow for two complete RF and multiplex equipment assemblies to be mounted in the same rack space to allow for a complete hot-standby repeater or hot-standby terminal to be installed in a single rack space.
- 3.18.4 Outdoor mounted equipment shall be provided in weatherproof housing including a sun shield as an option available to reduce the amount of heating due to solar isolation.
- 3.18.5 Equipment shall not be susceptible to bit errors, false alarms, or other abnormal operation when subjected to shock and vibration normally anticipated to be received during normal maintenance actions such as pulling and removing circuit cards, replacing covers, or connecting test equipment either in the immediate rack or an adjacent rack.
- 3.18.6 Parts requiring service or maintenance must be accessible during normal operation. If covers, shields, or assemblies have to be removed for service, special tools other than a screwdriver and pliers shall not be required. The fasteners holding items that are removed during service must be a captive type, designed for frequent use. All chassis shall be designed to be physically and electrically detached conveniently from the rack for replacement or bench service. All inter-chassis and interrack cabling or wiring shall have connectors designed for rapid connection and disconnection. All cable connectors shall have cable clamps.
- 3.18.7 Wiring and cabling shall be supported such that the weight of the cable or pressure from bending is not transferred to the connector pins, wire-wrap point, or solder connection.
- 3.18.8 Any piece of equipment or contact area on the equipment that is capable of inflicting an electrical shock or causing mechanical damage to a person working on the equipment shall have protective covers and shall have appropriate warning labels.
- 3.18.9 No liquid cooling systems shall be allowed as part of this equipment.

3.19 Environmental

- 3.19.1 Indoor mounted equipment shall operate as specified under the following room ambient environmental conditions:
 - 3.19.1 (a) Operating Temperature -10 degrees C to +50 degrees C



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- 3.19.1 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures
- 3.19.1 (c) Operating Altitude 4,000 meters
- 3.19.2 Outdoor mounted equipment shall operate as specified under the following outside ambient environmental conditions:
 - 3.19.2 (a) Operating Temperature -30 degrees C to +55 degrees C
 - 3.19.2 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures
 - 3.19.2 (c) Operating Altitude 4,000 meters
- 3.20 Multiplex Equipment**
 - 3.20.1 Terminal and repeater equipment shall be supplied with multiplex equipment to convert the signaling speeds and formats internal to the microwave equipment to industry standard interfaces. These interfaces may include DS0/DS1/DS3, OC3/SONET, Ethernet, and MPLS. Support of these interfaces may be by both internal and/or external hardware.
 - 3.20.2 Multiplex equipment shall be provided for the maximum capacity of the radio equipment being provided.
 - 3.20.3 Multiplex equipment shall mount in the same rack as the microwave radio equipment.
 - 3.20.4 Multiplex equipment shall report equipment and transmission alarms and shall provide an interface into the microwave radio alarm system so a single alarm interface is presented to the technician or person using the alarm system.
 - 3.20.5 Multiplexers shall be capable of performing looping back, as appropriate, on any DS-1, DS-3, or OC-3 signal levels.
 - 3.20.6 T1 digital channel banks should be offered with standard audio and data interfaces. Options that enhance the users flexibility are encouraged.
- 3.21 Alarm and Control**
 - 3.21.1 Alarms shall be available for display and metering locally as well as from any other terminal or repeater connected in the system to the same alarm and control system.
 - 3.21.2 System including multiplex shall provide alarm and control capabilities via Simple Network Management Protocol (SNMP). Any applicable private vendor MIB shall be provided to Purchaser upon request without cost to the Purchaser.
 - 3.21.3 Microwave equipment shall be equipped with front panel system status or a small handheld unit with displays and controls. A computer interface port should be provided for access to more detailed information or advanced features. However, all historical alarm events shall be available to the operator through a laptop port.
- 3.22 DC Power Requirements**
 - 3.22.1 Equipment supplied under this contract shall operate as specified with either a positive or negative ground over a voltage range from 21 to 28 VDC and 42 to 56 VDC with a 200 mV (RMS) ripple.
 - 3.22.2 Radio assembly shall contribute no more than 30 mV RMS ripple to the DC bus, assuming a 400 amp-hour (AH) battery with the system bus rating of 100 A.
 - 3.22.3 Radio rack assembly shall be equipped with a DC distribution facility including power bus, ground bus, and fuse or circuit breaker panel. This DC distribution facility shall provide main DC power for all the equipment installed in the rack. The DC distribution facility shall be equipped with an alarm system to provide an alarm contact whenever a fuse or circuit breaker has opened.
 - 3.22.4 Systems shall provide "fail-safe" operation when the input voltages are outside the required operating range above. This means the radios shall not be subjected to damage or random operation. When the voltage returns to the normal operating limits, the



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equipment shall restore normal operation without operator or technician intervention or requiring power to be removed to "reset" the equipment.

3.22.5 Radio equipment configured two or more to a rack shall be individually fused. A power supply failure in one radio assembly shall not affect any other path or hop. This includes the repair or replacement of the failed unit.

3.23 Service Channel and Orderwire

3.23.1 Radio terminal or repeater assembly shall be equipped with a minimum of two service channels capable of the following:

- 3.23.1 (a) One two-wire audio channel with a 600 ohm input.
- 3.23.1 (b) A data channel that interfaces at the RS-232 level

3.23.2 Service channels shall not decrease the traffic capacity of the system.

3.23.3 Service channels shall automatically be switched when installed in a radio network using a protected configuration (e.g., loop protection, hot-standby).

3.24 Redundancy and Protection

3.24.1 Microwave equipment shall be designed for reliable operation through the use of redundant power supplies and other common equipment.

3.24.2 Alarm condition shall be generated any time any equipment, with the exception of diversity receive, is operating in a protection mode.

3.24.3 Switching times, including maximum manual switching time, for all equipment shall be stated. Maximum bit errors incurred and transmitter failure confirmation time shall also be included.

3.24.4 Equipment shall provide both manual and automatic error free switching, receive only (and does not apply to 18 and 23GHz).

3.24.5 Complete or partial failure of the protection control or switching shall not render the microwave link inoperable. Any failure of the protection control or switching equipment shall generate a major alarm.

3.24.6 Equipment shall be designed so that protection circuits and units not in service can be tested and repaired without affecting the online system operation.

3.24.7 Amplitude of the digital output signal shall not change more than 2 dB as a result of a transmitter protection switching action.

3.24.8 If both receivers in a hot-standby configuration indicated a received signal level of less than the threshold, the protection circuits shall cause a reverse channel signal to be transmitted to command the standby transmitter to switch on at the far end. This requirement only applies to 6GHz, and 11Ghz systems.

3.25 Space Diversity

3.25.1 Equipment supplied with space diversity receive capability shall provide errorless switching between the transition from one receiver to the other.

3.26 Adaptive Equalization

3.26.1 Adaptive equalization shall be included in all radio receivers. The dispersive fade margin shall be greater than or equal to:

- 3.26.1 (a) 60 dB for radios operating at DS-3 rates and below
- 3.26.1 (b) 46 dB for radios operating at 2 DS-3 rates and above
- 3.26.1 (c) 39 dB for radios operating at OC3-3 rates and above
- 3.26.1 (d) 50 dB for radios operating 18GHz
- 3.26.1 (e) 40 dB for radios operating 23GHz



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3.26.2 If Co-Channel Cross-Polarization Interference Correction (XPIC) Equalization is offered, the Contractor should so indicate.

3.27 General Radio Digital Performance

This section describes the general performance requirements for bit error rates. Reframe time and frame-lost seconds (FLS). A frame-lost second (FLS) is defined as a 1 second interval during which an out-of-frame condition exists or when the BER is 1x10E-3 or less. No FLS seconds shall be recorded in any consecutive 7-day test period when there are no radio fading effects. The recovery time of the radio from out-of-frame and out-of-synchronization conditions to reframed and resynchronized conditions shall nominally be 0.25 second or less. No more than 5 percent of the recovery times shall exceed 0.5 second. The maximum recovery time shall be 2 seconds or less. The reframe time (search time plus time to establish frame alignment) shall not exceed 7 ms for the level 2 (DS-2 with additional overhead bits) to the DS-1 stage of multiplexing.

3.28 DS-1 Digital Performance and Interface

3.28.1 DS-1 low-speed interface shall be as per Bellcore TR-NWT-000499 and ANSI T1.102 as applicable.

3.28.2 Basic specification shall be as follows:

- 3.28.2 (a) Data Rate: 1.544M bps \pm 32 ppm
- 3.28.2 (b) Line Impedance: 100 ohms, \pm 5 percent, balanced
- 3.28.2 (c) Line Code: User-selectable bipolar AMI or B8ZS
- 3.28.2 (d) Jitter Accommodation: per TR-NWT-000499 and TR-NWT-00499

3.28.3 Residual bit error rate shall not be greater than 1 in 10-12.

3.28.4 Loss of synchronization of any DS-1 signal shall cause an Alarm Indication Signal (AIS) of all ones to be transmitted. This AIS signal shall be repeated throughout the system as applicable.

3.29 DS-3 Digital Performance ad Interface

3.29.1 DS-3 high-speed interfaces shall be per Bellcore TR-NWT-000499 and ANSI T1.102.

3.29.2 Basic interface specification is as follows:

- 3.29.2 (a) Data Rate: 44.736M bps, \pm 20 ppm
- 3.29.2 (b) Line code: B3ZS
- 3.29.2 (c) Line Impedance: 75 ohms, unbalanced
- 3.29.2 (d) Jitter Accommodation: per TR-TSY-000499 and TR-NWT-00499.

3.30 OC-3 Digital Performance and Interface

3.30.1 OC-3 interface shall comply with ANSI T1.106/88, T1.105a/90, and T1.105/90 specifications.

3.31 General Transmitter Specifications

3.31.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be \pm 0.0025 percent or greater over the full operating range of the equipment.

3.31.2 Failure of a redundant amplifier in hot-standby configurations shall not reduce the power output from the radio.

3.31.3 Replacement of a failed redundant (standby) amplifier shall not cause a system outage.

3.31.4 Transmitter shall be equipped with ability to monitor output power and frequency on an in-service basis.

3.32 Regulatory Compliance

3.32.1 Radio equipment supplied under this contract shall meet the requirement of the current Sub-Sections of Volume 47 of the Federal Code of Regulations.



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3.33 Outdoor Mounted RF Unit

- 3.33.1 Outdoor mounted RF unit when supplied shall comply with the requirements of this section.
- 3.33.2 Operating temperature range shall be -30 degrees C to +55 degrees C.
- 3.33.3 Unit shall be weatherproof.
- 3.33.4 Outdoor RF unit shall connect to the indoor IF and control unit using a 50-ohm coaxial cable. The coaxial cable shall transport signals and DC power to the RF unit.
- 3.33.5 It shall be possible to install the remote unit with up to 1,000 feet of cable between it and the indoor control unit.
- 3.33.6 Outdoor unit shall have a rack-mounting option so the outdoor unit may be collocated with the indoor unit.

3.34 RF Performance Characteristics for Radio Equipment Operating in the 900 MHz Microwave Radio Band

3.35 For the Band of 928 to 960 MHz with bandwidths of 100 and 200 KHz

- 3.35.1 Contractor shall provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.36 Frequency Tolerance

- 3.36.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be 2.5 ppm or greater over the full operating range of the equipment.

3.37 Feed Connection

- 3.37.1 Type "N" connectors are the expected feedline terminations.

3.38 RF Power Levels

- 3.38.1 Power levels shall be user adjustable up to a +29 dBm output.

3.39 Receiver Thresholds

- 3.39.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.39.1 (a)	Bandwidth	Received Signal Level (RSL) in dBm
3.39.1 (b)	100 KHz	-94 96
3.39.1 (c)	200 KHz	-90 91
- 3.39.2 Contractors may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.40 RF Performance Characteristics for Radio Equipment Operating in the 5.9-7.1 GHz Microwave Radio Band.

3.41 6 GHz Frequency Range and Bandwidth

- 3.41.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:
- 3.41.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.
- 3.41.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.42 Feedline Connection

- 3.42.1 Antenna connection shall be a CPR-137G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.



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3.42.2 System shall operate with an antenna system with a peak return loss of 18 dB or greater.

3.42.3 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.42.4 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.42.5 Systems with ODU mounted outdoors at the antenna port, there shall be options to connect to antenna directly or remotely.

3.43 RF Power Levels

3.43.1 Equipment shall have a minimum output High power level of +26dBm and Low Power level of less than or equal to +21dBm

3.43.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.43.3 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.44 Receiver Thresholds

3.44.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.44.1 (a) 8- DS-1/ 3.75 MHz	-77	77	83
3.44.1 (b) 16 - DS-1/ 5 MHz	-75	77	76
3.44.1 (c) 28 - DS-1/ 10 MHz	-74	77	74
3.44.1 (d) 84 - DS-1/ 30 MHz	-70	73	70

3.44.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.45 RF Performance Characteristics for Radio Equipment Operating in the 10-11 GHz Microwave Radio Band.

3.46 10-11 GHz Frequency Range and Bandwidth

3.46.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.46.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.46.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.47 Feedline Connection

3.47.1 Antenna connection shall be a CPR-90G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.47.2 System shall operate with an antenna system with a peak return loss of 23 dB or greater.

3.47.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver.

3.47.4 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may



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exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.47.5 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.48 RF Power Levels

3.48.1 Equipment shall have a minimum output High power level of +27dBm and Low Power level of less than or equal to +20dBm.

3.48.2 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.49 Receiver Thresholds

3.49.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

<u>Capacity</u>	<u>Received Signal Level (RSL) in dBm</u>				
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3.49.1 (a) 8 - DS-1 / 3.75 MHz	-76	76			82
3.49.1 (b) 16 - DS-1 / 5 MHz	-75	76			76
3.49.1 (c) 28 - DS-1 / 10 MHz	-73	76	73	76	77
3.49.1 (d) 84 - DS-1 / 30 MHz	-68	72	69	71	73

3.49.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

3.51 Frequency Range and Bandwidth

3.51.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.51.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 30 MHz.

3.51.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.52 Feedline Connection

3.52.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.52.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.52.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your answer.

3.52.4 Feedline connection point shall be clear of any obstructions.

3.52.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.53 RF Power Levels



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3.53.1 Equipment shall have a minimum output power level of +16dBm for 16 QAM and 20dBm for QPSK. Bidders may provide additional power level options.

3.53.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.54 Receiver Thresholds

3.54.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.

3.54.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

<u>Capacity</u>	<u>Received Signal Level (RSL) in dBm</u>
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3.54.2 (a) Power16 - DS-1 / 5 MHz	-77
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3.54.2 (b) 28 - DS-1 / 10 MHz	-80
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3.54.2 (c) 84 - DS-1 / 30 MHz	-67 73
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3.54.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.55 RF Performance Characteristics for Radio Equipment Operating in the 23 GHz Microwave Radio Band

3.56 Frequency Range and Bandwidth

3.56.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.56.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 50 MHz.

3.56.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.57 Feedline Connection

3.57.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.57.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.57.3 Single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. (In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your quote.)

3.57.4 Feedline connection point shall be clear of any obstructions.

3.57.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.58 Receivers Thresholds

3.58.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration.

3.58.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

<u>Capacity</u>	<u>Received Signal Level (RSL) in dBm</u>
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3.58.2 (a)	16 - DS-1	-78
3.58.2 (b)	28 - DS-1	-78
3.58.2 (c)	84 - DS-1	-68 73
3.58.3	Received threshold levels shall be measured at the top of the flange and shall include all branching losses.	

4.0 LMR Base Station Antennas, Microwave Antennas

4.1 Offer(s) and Product Qualifications

- 4.1.1 Offer(s) shall be the manufacturer or distributor of the products requested and specified;
- 4.1.2 This solicitation describes Base Station Antennas for use in public safety land mobile systems. Antennas should provide selection of operating frequency, bandwidth, gain, antenna style, and construction format. The public safety frequency bands specifically requested for this section include: VHF (150 to 160 MHz), UHF (450 to 474 MHz), 700 (758 to 806 MHz), and 800 (806 to 869 MHz). Additional bands and broader bandwidths, than those listed, is desirable but not specifically required; and
- 4.1.3 Antennas need to be designed for durability and reliability. Designed for the heat, cold, ice and wind conditions. Arizona's record high temperature was 122 degrees and had a record low of -40 degrees. Mountain top wind speeds can be in access of 100 MPH. While not typical, wind speeds in access of 140 MPH have been reported. VSWR shall be 1.5:1 or better at the rated frequency/bandwidth, nominal impedance of 50 ohms. Low PIM performance may be a consideration for some agencies.

4.2 Type(s) of LMR Antennas

- 4.2.1 The following antennas shall operate in the bands listed above.
 - 4.2.1 (a) Fiberglass collinear antennas;
 - 4.2.1 (b) Exposed dipole antennas - User adjustable patterns shall be a consideration for some users;
 - 4.2.1 (c) Directional antennas; yagi, log periodic, and corner reflector antennas;
 - 4.2.1 (d) Flat panel antennas; and
 - 4.2.1 (e) Ground plane, discone, and other unity gain antennas.

4.3 Microwave Antennas (Dishes)

- 4.3.1 Microwave Antenna (Dishes) shall be the latest state of the art Microwave Antennas and Associated Equipment of use in specified frequency bands to meet the needs of the Eligible Agencies.
- 4.3.2 All equipment selected as suitable for purchase shall be given classification within the frequency band groups as follows:

Frequency Band

- 4.3.2 (a) 5.925-7.125 GHz
- 4.3.2 (b) 10.70-11.70 GHz
- 4.3.2 (c) 17.70-19.70 GHz
- 4.3.2 (d) 21.8-23.60 GHz

- 4.3.3 Federal Communications Commission (FCC) Rules and Regulations and amendments; E.I.A. Standards and amendments, RS222. (Latest Version)
- 4.3.4 All material and workmanship shall be of the type and grade most suitable for the application. All material shall be new and free from defects.



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4.3.5 Unless specifically excepted by the terms of these specifications, any part or accessories ordinarily furnished or required to make the equipment, herein specified, a complete operating unit shall be furnished by the Vendor.

4.3.6 The contractor shall make available equipment documentation to The State's as specified herein. This documentation shall accompany the equipment at the time of delivery. Documentation costs for State's specified manuals shall be included as separate bid items. A copy of radiation patterns shall be provided at no cost if requested.

4.4 Service, Installation and Operations Manuals

4.4.1 Installation and or operation manuals shall be furnished with each order; each manual shall contain the following:

4.4.1 (a) Detailed drawings or clear photographs showing location of parts and hardware associated with antenna or connector assembly or mounting.

4.4.1 (b) Complete diagrams including information outlining method of operation, supply voltages, currents, and power requirements for each model of dehydrators.

4.5 Equipment Service Life

4.5.1 All equipment covered by these specifications and any resultant contracts shall have a minimum service life of ten (10) years from date of delivery to the State. The contractor shall guarantee replacement parts stocking for this service life period.

4.5.2 Each shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within two (2) years from the date of State's receipt due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements shall be provided with no charge to the State.

4.5.3 Any equipment or part replaced under the provisions of this warranty becomes the property of the. If the vendor desires the defective equipment or part returned, The contractor shall pay all transportation charges and make all arrangements for the return. If the does not specifically request return of such replaced parts within thirty (30) days from the date of replacement, the equipment for parts become property of the State.

4.5.4 Replacement parts shall be regularly stocked by the manufacturer and/or authorized distributor. Delay in State's receipt of replacement parts shall not exceed thirty (30) consecutive days from manufacturer or distributor's receipt of order.

4.5.5 Emergency orders shall be transported by the most expedient manner available as agreed upon with the transportation cost born by the State less normal shipping cost.

4.6 General Equipment Characteristics

4.6.1 **Environmental** - All antennas shall survive wind velocities of one hundred (100) miles per hour with one (1) inch of radial ice and no more than 0.1 degree of deflection in seventy (70) mile per hour wind.

4.6.2 **Environmental** - All antennas shall remain operational within the temperature range of (-40 to 135 degree F)

4.6.3 **Environmental** - All antennas and associated hardware shall be non-corrosive, non-rust material. This can be accomplished by supplying Hot Dipped Galvanized or Stainless Steel hardware. Plated steel shall not be accepted. Aluminum antennas shall be painted with corrosion resistant paint.

4.6.4 **Environmental** - Field assembly of all antennas shall only be between antenna parabola, feed, antenna mount and fixed and/or slide assemblies. Antenna mount assembly is permitted.



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4.6.5 **Environmental** - Parabolic solid antennas shall be equipped to include mounting hardware for a 4.5" vertical O.D. mounting pipe. Parabolic grid antennas shall be equipped to include mounting hardware for either a 1.9" – 3.5" or a 4.5" vertical O.D.(Outside Diameter) mounting pipe.

4.6.6 **Environmental** - Parabolic solid antennas shall have a reflector surface tolerance designed so that antenna feeds could be interchanged between 6GHz and 11 GHz without loss to antenna gain. Antenna feeds should also be interchangeable in the 18GHz and 23GHz dishes.

4.6.7 **Operational** - Material and workmanship shall be of the type and grade most suitable for the application and shall conform as a minimum unless otherwise specified to the latest applicable standards, specifications, recommended practices and procedures of such standardizing bodies as the I.E.E.E.(Institute of Electrical and Electronics Engineers), N.E.M.A.(National Electrical Manufacturers Association), F.C.C.(Federal Communications Commission).

4.7 Microwave Antennas

4.7.1 The specifications listed herein are minimum requirements. These dish examples are for evaluation of the offered product lines. Frequencies listed represent the basic band of operation, which may consist of operational sub-bands. *A range variance of up to a maximum of -1 DB has been identified as acceptable. # VSWR is for standard bandwidths, a wide-bandwidth dish in the same product time with lesser VSWR performance is expected and acceptable.

Standard Performance, 5.925-7.125 GHz Band, Single Polarization , CPR 137G Input Flange								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	38.7	39.1	A	1.9	30	55	1.3
8	40.1	41.2	40.3	A	1.5	30	55	1.3
10	42.8	43.2	43.5	A	1.2	30	61	1.3

High Performance, 5.925-7.125 GHz Band, Single Polarization, CPR137G Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	39.	39.3	A	1.9	30	62	1.08
8	41.2	41.6	42	A	1.5	30	66	1.08
10	43	43.4	43.7	A	1.2	30	69	1.08

Ultra High Performance, 5.925-7.125 GHz, Super High Cross Polarization, CPR137G Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.3	38.7	39	A	1.9	40	69	1.08
8	40.9	41.3	41.7	A	1.5	40	71	1.08
10	43	43.2	43.5	A	1.2	40	74	1.08



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Standard Performance, 10.5-11.7 GHz, Single Polarization, CPR 90G Input Flange								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	40.1	40.5	40.9	A	1.7	30	46	1.08
6	43.2	43.3	43.4	A	1.2	30	60	1.08
8	45.8	46.0	46.2	A	0.9	30	62	1.08

High Performance, 10.5-11.7 GHz Single Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	30	61	1.08
6	43.5	43.6	43.7	A	1.1	30	68	1.08
8	45.7	45.9	46	A	0.8	30	68	1.08

Ultra High Performance, 10.5-11.7 GHz, Super High Cross Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	40	64	1.10
6	43.2	43.3	43.4	A	1.1	40	72	1.08
8	45.6	45.8	45.9	A	0.8	40	75	1.08

Ultra High Performance, 17.7-19.7 GHz, Super High Cross Polarization, UG595/U – PBR220 Input								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	38	38.4	38.8	A	1.9	36	64	1.2
4	44	44.4	44.8	A	1.0	36	67	1.2
6	47.5	48	48.4	A	0.7	36	72	1.2

Parabolic Antenna, 21.2-23.6 GHz, Single Polarization, UG-595/U – PBR220 Input Flange								
Diameter in Feet	Gain-DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	39.7	40.2	40.7	A	1.7	30	65	1.4
3	43.1	43.6	44.1	A	1.1	30	71	1.4
4	49.0	46	46.6	A	.8	30	72	1.4



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4.8 Radomes

4.8.1 High Performance Antennas shall have flexible planar Radomes supplied with antenna.
4.8.2 All Standard Antennas shall have molded fiberglass Radomes, parabolic or conical in shape available.

4.9 Dehydrators

4.9.1 Dry air pressurization equipment for waveguide transmission lines. Low-pressure systems to pressurize waveguides with dry air. Systems should provide alarm monitoring of a low pressure condition and excessive run time. Systems shall be rack or wall mounted. Power options shall be AC or DC power. Accessories shall include Distribution Manifolds and tubing.

1.	½", 7/8", 1-¼"	Diameter Foam Dielectric Coaxial Cable
2.	7/8"	Diameter Air Dielectric Coaxial Cable
3.	1 5/8"	Diameter Foam Dielectric Coaxial Cable
4.	½"	Diameter Super Flexible Foam Dielectric Coaxial Cable

4.10 Transmission Lines

4.10.1 Transmission line or COAXIAL cable shall be available according to the sizes listed below:
4.10.2 Elliptical, Flex and Rigid waveguide components shall be supplied according to the sizes and/or frequency bands listed below:

1.	Waveguide for	5.925 – 7.125 GHz
2.	Waveguide for	10.50 – 11.70 GHz
3.	Waveguide for	17.70 – 19.70 GHz
4.	Waveguide for	21.20 – 23.60 GHz

4.11 Connectors

4.11.1 LMR Connectors

	½" Connector	7/8" Connector	1-¼" Connector	1-5/8 connector	½" Super Flexible Connector
1.	"N" Male				
2.	"N" Female				
3.	UHF Male	UHF Male			UHF Male
4.	UHF Female	UHF Female			UHF Female
5.	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male & Right Angle
6.	7-16 DIN Female				
7.	7/8" EIA	7/8" EIA			



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4.12 Waveguide Connectors

1.	EW63-E65, Tunable, Fixed Tuned, CPR and CPR 137G
2.	EW90-E105, Tunable, Fixed Tuned, CPR and, CPR 90G, PBR100
3.	EW180-E185, Fixed Tuned, UG595/U, PDR180
4.	EW220-E220, Fixed Tuned, UG595/U, PBR220

5.0 Radio Dispatch Consoles

5.1 General

5.1.1 This specification contains sections that describe various types of radio dispatch consoles to be utilized in State and Municipal public safety radio communications systems. These sections include (1) Single/dual channel desk top remote control handset controllers; (2) 8-12 channel desk-top dispatch consoles; (3) 96 channel, high capability radio dispatch consoles; (4) 450 channel remote electronics high-capability expandable radio dispatch consoles. Analog, TDM and RoIP/VoIP based options to be separately priced. It is not necessary for a vendor to bid all sections.

5.1.2 It is the intent of these specifications to ensure the purchase of highly reliable radio dispatch control console equipment. These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.1.3 The Type 2, 3, & 4 Flat Panel Display (FPD) communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, and ease of operation and service. To meet these criteria, the electronic equipment should be of the latest design. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.1.4 The FPD based communications control consoles shall provide monitoring and control facilities for remotely located two-way radio base stations. The consoles shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant patching, and multiple frequency base station control. It is desired that all console functions be accomplished using a Touch-Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.1.5 The ability of the vendor's FPD communications control consoles to remotely operate separately from the common control equipment over telephone lines, LAN, or digital and analog microwave channels is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.1.6 The Type 3 & 4 common electronics shall be designed to remain fully operational during the loss of AC power for a minimum of one hour via either an internal or external



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uninterruptible power supply (UPS). Each dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of thirty minutes.

- 5.1.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements and make maximum use of the standard product line equipment.
- 5.1.8 Make and model numbers given in this specification are for reference only, and do not imply that they are the only acceptable equipment.

5.2 Electrical Requirements

- 5.2.1 Each console bid shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc to accommodate the channel requirements. All consoles shall be capable of operating from a 120 VAC source. Backup power should ideally be from a DC source of 12 to 48 VDC, with all necessary power regulation built into console electronics.

5.3 Technical Specifications - Each console offered should meet the following technical specifications, as a minimum:

- 5.3.1 Individual channel 2W, 4W, Tone/DC/E&M selection
- 5.3.2 Line Impedance: 600 or >5K ohm (4-wire) or, 600 ohm Tx (2-wire)
- 5.3.3 Operating Temperature: 0 to +50 degrees C
- 5.3.4 Audio Response: +/- 3 dB from 300 to 3000 Hz
- 5.3.5 Tx & Rx Hum and Noise: -50 dB below rated output
- 5.3.6 Distortion: Tx & Rx - Less than 3% THD
- 5.3.7 Compression: Variable compression knee
- 5.3.8 Receive Audio: -25 to +10 dBm; 600 ohm or 5K ohm; w/ less than -60 dB crosstalk
- 5.3.9 Transmit Audio: -20 to +10 dBm; 600 ohm; w/ 70 dB line balance
- 5.3.10 Tone Control: A minimum of (7) industry standard function tones with 2175 Hz Hi/Lo Guard Tone; including 1250/1350/1450/1550, 1850 and 1950 Hz function tones (Repeater control, Aux Function control, CTCSS Monitor, F1/F2 Transmit)
- 5.3.11 DC Control Functions: Transmit - F1 +5.5 ma.; F2 +12.5 ma.; Monitor +2.5 ma.
- 5.3.12 Unit ID Functions: (Optional) Motorola MDC1200 system decode/display
- 5.3.13 Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.4 DESK-TOP REMOTE CONTROL CONSOLES (TYPE I price category)

- 5.4.1 **General** - The following specification describes various switch-based, desk-top radio controllers, including fully self-contained Tone, DC & RoIP based single-channel and dual-channel telephone-type handset controllers (optionally expandable) known as Type 1; and 8-channel (expandable to at least 12 channel), self-contained desk-top consoles, known as Type 2. The multichannel desk-top units also allow for local remoting of the control electronics to a small desk or wall mounted electronic box up to 100' away from the dispatch control unit. Optional IP control for both type units may also be proposed.
- 5.4.2 Tone & DC Single/Dual-channel Handset Type Controllers (Type 1) - This specification is for a solid-state, 120 VAC powered, desk-top, handset type, Tone or DC controller for a single channel station. A selectable two-channel, expandable, model may also be offered as an option, which may also be optionally expandable to more channels. Models which have been determined to meet the general intent of this specification include the IDA 24-10, 24-15, 24-20, 24-66, and 24-30; The Telex-Vega IP-2002, and C-2000 and C-2000SF



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units. (These models are only given as examples, and alternate models meeting the specifications may be proposed).

5.4.3 Technical Specifications

- 5.4.3 (a) On-hook monitor disable
- 5.4.3 (b) Weight: Less than 5 pounds (Desk-top unit)
- 5.4.3 (c) Size (Remote Box): Less than 12"X12"X6", including battery back-up
- 5.4.3 (d) Programmability: Fully field adjustable/programmable without a computer
- 5.4.3 (e) Transmit indicator light
- 5.4.3 (f) The units shall allow for on-hook receiver operation through a loudspeaker, and off-hook operation through the handset.
- 5.4.3 (g) An RoIP based remote, single-line handset controller, that does not require a separate computer for operation, is also acceptable. These handsets shall be fully compatible for direct connection to a 10/100 baseT internal Ethernet network connection, and shall allow for parallel operation of any number of controllers.
- 5.4.3 (h) Optional two-line controllers do not require the ability to independently select either 2W/4W operation by channel, Tone or DC control by channel, or simultaneous receiver monitoring of both channels. These may all be fixed (hard-wired) functions.

5.5 (8)-Channel Desk-Top Tone/DC Consoles (Required to be Expandable to 12 Channels) (Type II price category)

- 5.5.1 This section defines the minimum requirements for a desk-top radio control console with a minimum 6 individual channel (line) capability, with optional expansion to at least 12 channels on a channel-by-channel basis. Each console channel shall be capable of controlling either a 4-wire channel or 2 wire channel on an individual basis, and shall be individually programmable for either Tone, DC (current), or E&M radio control. Local remote control of a radio is not required. Optionally, the manufacturer may offer an RoIP based console which can control a remote radio through an IP data circuit, but must still provide two-way analog audio capability on all channels.
- 5.5.2 Parallel operation of up to 4 separate units shall be available with supervisory override control.
- 5.5.3 The dispatch operator position shall be a single unit, except for the microphone and footswitch, or an outboard third-party provided paging encoder. No external attachments, including power supplies, loudspeakers, touch-tone pads, line splitter boxes to increase channel count, etc. will be acceptable.
- 5.5.4 It is required that the vendor offer switch-based control functions for their console. However, optional computer-based, Flat Panel Display (FPD) consoles offering mouse-controlled on-screen function switches will be evaluated if offered. Models of equipment which have been determined to meet the intent of this section of the specification include the Gai-tronics ICP9000 Series, and the Telex-Vega C1616/C6200, IP-1616, C-Soft series, for various channel configurations.
- 5.5.5 Operational Features Require, each dispatch console operator position offered must include the following:
 - 5.5.5 (a) Individual audio speakers and volume controls for select and unselected channels
 - 5.5.5 (b) Individual channel 2W, 4W, Tone/DC/E&M selection, with 4-frequency Tone control



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- 5.5.5 (c) Desk-mic with PTT bar and mute switch
- 5.5.5 (d) Dual-plug type headset interface jacks
- 5.5.5 (e) Combined select/unselect/transmit audio combined output jack for recording
- 5.5.5 (f) Jack for external PTT footswitch
- 5.5.5 (g) (2)-channel cross-patch capability
- 5.5.5 (h) Multi-channel transmit select
- 5.5.5 (i) DTMF encoder
- 5.5.5 (j) Internal or external pager capability
- 5.5.5 (k) Controls/Indicators
- 5.5.6 Each dispatch console operator position offered must include the following:
 - 5.5.6 (a) Console transmit indicator
 - 5.5.6 (b) Console channel busy (receiving) green indicator
 - 5.5.6 (c) Individual channel instant-transmit light
 - 5.5.6 (d) Channel labels (fixed or electronic)
 - 5.5.6 (e) Transmit audio level meter (Vu meter)
 - 5.5.6 (f) Channel select indicator
 - 5.5.6 (g) Console Technical Specifications
- 5.5.7 Each console offered should also meet the following technical specifications, as a minimum:
 - 5.5.7 (a) Alert Tones: Optional continuous, hi/lo, warble; -30 to 0 dBm, independently adjustable
 - 5.5.7 (b) Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.6 Full Featured – Remote Electronics Consoles (Type III Price Category)

- 5.6.1 General - It is the intent of this specification to ensure the purchase of highly reliable communications control consoles. This includes a spectrum of console systems ranging from single 96 (minimum) channel remote units (Type III), to advanced Flat Panel Display (FPD) based, high 450 (minimum) channel, 20 operator position systems (Type IV). These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify the completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to proposal award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.
- 5.6.2 The communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, ease of operation and service. The design shall reflect state-of-the-art concepts in communications command and control console design.
- 5.6.3 The communications control console shall provide monitoring and control facilities for remotely located two-way radio base stations. The console shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant transmit, supervisory override, cross channel patching with up to three separate but simultaneous patches possible, phone patching, and multiple frequency base station control. It is desired that all FPD-Type console functions be



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accomplished using a Touch Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

- 5.6.4 The ability of the vendor's FPD communications control consoles in Category III and IV to remotely operate separately from the common electronic control equipment over telephone lines, microwave channels or fiber optic lines is a requirement. Equipment that does not meet this requirement will not be evaluated.
- 5.6.5 Each Type III and IV console shall have both receive voter (like JPS SNVs) and auxiliary interfaces. Both RoIP and P25 interfaces are a requirement for both classes. In addition, at least one of the following trunking protocols MUST be supported as an option: Project 25, Astro P25, Open Sky, Smartnet/Smartzone. In addition, each console should be compatible with either a T1 or a WAN/LAN interface.
- 5.6.6 The common electronics and FPD operator positions shall be designed to remain fully operational during the loss of AC power for a minimum of one-half hour via either an internal or external uninterruptible power supply (UPS) or a battery backup system. Each FPD dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of one hour.
- 5.6.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements that make maximum use of the standard product line equipment.
- 5.6.8 The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the electronic art and are currently being met by commercially available equipment.

5.7 Electrical Specifications

- 5.7.1 Both Type III and IV consoles shall operate from a primary power source of 120/240 VAC, with battery powered UPS backup required. AC current consumption on the primary side of the line for the central electronics shall not exceed 5 watts/channel for a 50 channels system. Each operator position electronics shall not consume more than 250 watts, including the FPD.

5.8 Full-Feature Console – Type III

- 5.8.1 The Type III communications control console shall provide the facilities for the operation and control of remotely located two-way radio base stations and other specialized equipment. The console shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc. to accommodate these channel requirements. Each console electronic package shall be equipped with common control equipment to provide the capability to operate and control any one, any selected group, or all channels simultaneously. Each console electronic package shall comply with all FCC Rules and Regulations, where applicable.
- 5.8.2 The console shall be expandable to a minimum of 96 radio control channels and 6 operators' positions. There shall be receive voter (like JPS SNV-12s) and auxiliary control interfaces. In addition to the 96 radio channels, the console electronics shall be able to support 6 operator positions, and up to ten receiver voter groups with up to 24 base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone,



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OpenSky). T1, or Lan/Wan interfaces may be optionally added. The console shall have extended remote capability to allow an operator position to be remoted from the central electronics bank by way of commercial telephone lines, Ethernet, fiber optic, or microwave.

5.9 Large Full-Feature Console – Classification (Type IV Price Category)

5.9.1 General Specifications same as Type III above. The console shall be expandable to a minimum of 450 radio control channels and 20 operators positions. There shall be receiver voter (like JPS SNV-12s) and auxiliary interfaces. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). Additionally, optional T1, or Lan/Wan interfaces may be added. The console shall have extended remote capability to allow an operator position to be remote from the central electronics bank by way of commercial telephone lines, fiber optic, or microwave. In addition to the 450 radio channels and/or trunked talk groups, the console electronics shall be able to support twenty operator positions and up to twenty receiver voter groups with an average of six base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation.

5.10 Control Functions & Status Indicators

5.10.1 Both Class III and Class IV configurations shall meet all of the following specifications, and have two dual-jack inputs and have select and unselect speakers for audio output. In addition, there shall be a selected audio output jack and a summed unselect audio port available.

5.11 Radio Channel Control Functions

5.11.1 The radio control channels shall have the functions listed below:

- 5.11.1 (a) Channel Select - Shall engage the selected channel in the transmit/receive, fully operational, ready condition. The channel select function should be capable of selecting of more than one channel up to all channels simultaneously.
- 5.11.1 (b) Repeater Enable and Disable - consoles shall enable and disable the repeat function of a tone controlled base station.
- 5.11.1 (c) Squelch Disable - Shall disable receiver continuous tone coded squelch operation of a tone controlled base station.
- 5.11.1 (d) Instant Transmit - Shall allow transmitting on a channel without placing the channel in a selected mode first. This function shall not override supervisory control.
- 5.11.1 (e) Channel Crosspatch - Shall allow audio received on one radio channel or phone line to be automatically repeated on one or more of the other channels. Class III and IV consoles shall be capable of supporting at least three simultaneous but separate crosspatches. (Desktop consoles should be capable of doing at least one crosspatch.) This function shall be independent of other console activities.
- 5.11.1 (f) Two Frequency Control - Shall allow frequency selection of a two-frequency tone controlled base station.
- 5.11.1 (g) Supervisory Control B Class III and IV consoles shall provide the capability for one operator position (the supervisor's position) to take over a channel from all other operator positions. All parallel operator positions on the same channel shall receive an indication that supervisory control has been initiated.



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- 5.11.1 (h) Supervisory Monitor B Class III and IV consoles shall allow the transmit and receive audio from one console operator position to be monitored on another console position.
- 5.11.1 (i) Channel Mute - shall completely mute the channel receive audio.
- 5.11.1 (j) Auxiliary Enable and Disable B consoles shall enable and disable an auxiliary function of a tone controlled base station.

5.12 Status Indicator

- 5.12.1 All switching functions shall have an associated indicator to clearly display function and channel status, i.e. on-off, activated-not activated, in use-not in use. The FPD system shall display complete status for a minimum of eight channels and limited status for the optional eight additional channels at each operator position. This limited status information shall include the following: channel selected, instant transmit activated, channel cross patch activated, channel muted, channel receiving a call, and channel busy.
- 5.12.2 To simplify the operation of the console, it shall be possible to physically group channels on the console in any order to facilitate operations.
- 5.12.3 Status Indicators shall illuminate with the following functions:
 - 5.12.3 (a) Channel Selected
 - 5.12.3 (b) Repeater Enabled
 - 5.12.3 (c) Squelch Disabled
 - 5.12.3 (d) Instant Transmit activated
 - 5.12.3 (e) Channel Crosspatch activated
 - 5.12.3 (f) Frequency One selected
 - 5.12.3 (g) Frequency Two selected
 - 5.12.3 (h) Channel Muted
 - 5.12.3 (i) Channel receiving a call - this shall be a flashing type indicator
 - 5.12.3 (j) Channel busy - parallel wired console transmitting

5.13 Console Position-wide Functions

- 5.13.1 In addition to the individual channel functions and indicators specified under paragraph 5.5, the communications control console shall also provide the following functions. These functions are common to all radio channels.
 - 5.13.1 (a) Simultaneous Selection - Shall enable the selection of any combination of channels for simultaneous operation. The capability shall also be provided to automatically unselect all channels by depressing a single button.
 - 5.13.1 (b) Transmit - Shall activate the transmit condition and route dispatcher audio to all selected channels. This transmit switch shall be electrically paralleled to the console footswitch.
 - 5.13.1 (c) Master Mute - Shall mute all receive audio except the selected channels to a preset level.
 - 5.13.1 (d) Automatic Selection - Shall automatically select a group of channels by action of a single switch. All automatically selected channels shall be unselected by action of a single switch. The particular group of channels to be selected shall include any combination up to all of the console channels.
 - 5.13.1 (e) Intercom - consoles shall allow communication on the selected channels without keying the base station transmitter. This function shall allow communications between dispatchers or between dispatchers and remotely located technicians.



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- 5.13.1 (f) Alert Tones - consoles shall activate one of three different alert tones that shall be transmitted on the selected channel, the simultaneously selected channels, or the automatically selected channels. The alert tones shall be continuous, hilo, or warbled between two different audio frequencies.
- 5.13.1 (g) Priority Tone – consoles shall activate an intermittent tone on individually selected channels to indicate priority traffic on that channel. The tone will not cover voice traffic.
- 5.13.1 (h) Radio/Telephone Audio - consoles shall allow the dispatcher's headset to be used for both telephone and radio communications. The telephone audio shall be transferred to the headset by action of a single switch. The party on the opposite end of the phone line shall not hear the dispatcher's radio transmissions (any console PTT shall mute the dispatcher's voice from the telephone line). Transfer of telephone audio to the headset shall switch the selected channel audio back out to the selected audio speaker. During the time that the headset telephone operation mode is activated, the console operator shall retain the ability to instantaneously transmit on the selected channel by use of the footswitch or master control panel transmit switch with no degradation to the transmit functions, transmit audio quality and/or signal strength. The dispatcher shall also retain the ability to instantaneously transmit on the unselected channels as well.

5.14 Status Indicators

- 5.14.1 All switching functions and the following status indication capabilities shall have an associated indicator on the FPD to clearly display function and status, i.e. on-off, activated-not activated, in use-not in use.
- 5.14.2 The status indicators shall illuminate with the following functions:
 - 5.14.2 (a) Simultaneous Selection in use.
 - 5.14.2 (b) Transmit function activated.
 - 5.14.2 (c) Master Mute activated.
 - 5.14.2 (d) Automatic Selection in use.
 - 5.14.2 (e) Intercom in use.
 - 5.14.2 (f) Alert Tone being transmitted.

5.15 Ancillary Equipment

- 5.15.1 The communications control console shall include the following ancillary equipment: speakers for selected audio and unselected audio, paging encoder, and displayed on the console's FPD, a VU meter, and clock system.
- 5.15.2 Speakers - The capability of monitoring selected and unselected audio shall be provided via two separate console speakers. Each speaker shall be provided with a separate volume control to allow for individual adjustment. The volume controls shall provide sufficient attenuation to decrease the associated speaker audio to an inaudible level. These two volume controls, along with the headset volume controls, are the only ones required. Separate volume controls for each of the radio channels are not required. The dispatcher shall still have the capability to completely mute individual channels if desired. The selected and unselected audio speakers shall be separated a minimum of 12 inches center to center. The dispatcher shall also have the capability to turn off either or both speakers without turning down the volume controls.
- 5.15.3 VU Meter - A VU meter, located on the FPD console's display in such a way as to give optimum visibility to the operator, shall be provided. The meter shall indicate the transmit audio level and selected receive audio level.



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5.15.4 Digital Clock - The console shall include a 24-hour digital clock display in the FPD console's display. The clock display shall give optimum visibility to the operator. The clock display shall be an integral part of the console system. The clock shall be a master/slave system capable of being set from the master, which is to be calibrated by an external time base via RS232 protocol or USB interface.

5.15.5 DTMF Paging Encoder - The console(s) shall incorporate DTMF capability. These must be an integral part of the console electronics installed in the console furniture and wired into the console electronics. Single button paging functions shall be available which send preselected DTMF strings of at least 3 numbers to either a predetermined radio channel or on the selected channel(s).

5.15.6 Receivers - The radio control channels will not only be routed to the console as separate channels but may also be routed to a separate system of up to ten receiver voter groups. The console shall have the capability to control and display the status of these voted channels. The dispatcher shall be able to force vote or disable a particular voter module by engaging switches or keying in a function which will operate a) Two form C dry contacts or b) Open collector outputs or c) Communicate with the system via RS-232 or Ethernet cabling. The enable/disable status of a particular voter module shall be displayed at the operator position. The console shall also provide an indication of which channel is currently being voted. It also should be capable of automatic transmit steering and indicate on the FPD which transmitter will be keyed if the master PTT is activated. The voted channels shall support voting systems manufactured by JPS Communications.

5.15.7 Headset - Each operator position shall be compatible with the Plantronics Encore Monaural Ultra Headset, model H91N, or approved equivalent.

5.15.7 (a) Headset Jack

5.15.7 (b) Each operator position shall be equipped with a dual phone plug type headset jack. The jack shall be compatible with dual phone plugs used on the Plantronics model SHS1890-251N headset jack plugs. The headset jack shall have an associated receive volume control. The external microphone shall be disabled when the headset is inserted into the headset jack. Audio to the select speaker shall be removed when the headset is inserted. The dispatcher shall have the option of applying audio to the select speaker and the headset simultaneously if desired. The headset jack shall have an easily accessible talk/training switch which will allow the dispatcher to talk and listen or listen only with the headset's transmit mouthpiece disabled. Disabling the transmit mouthpiece shall not prevent a headset with an amplified ear piece from functioning correctly. The headset jack must also have a 4 wire/6 wire switch for operating either a 4 wire headset (talk and listen) or a 6 wire headset (talk, listen, and a transmit push to talk button).

5.15.8 External Microphone - Each operator position shall be equipped with an External Microphone mounted on a Flexible Gooseneck Boom.

5.15.9 Footswitch - Each operator position shall be provided with a dual footswitch to activate transmit and/or mute operations. The dual footswitch shall activate two functions within the console:

5.15.9 (a) Activate transmitter control.

5.15.9 (b) Activate the Master Mute function.

5.15.9 (c) The right half of the footswitch shall operate in the same manner as the Master Control Panel transmit push button switch. The left half shall mute all unselected channels when depressed and unmute these channels when



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released. If the console system requires modification to implement these functions, the modifications shall be completed by the console manufacturer and shall be fully documented in the maintenance manual(s).

- 5.15.10 Logging Recorder Interfaces - Each operator position shall be provided with a logging recorder output that contains the dispatch position microphone audio and select audio combined onto one 600-Ohm output port. An optional second logging recorder interface for telephone audio is desirable.
- 5.15.11 Remote Control of Base Stations - The communications control console shall be capable of providing D.C. keying, tone sequence keying, or "M Lead" dry contact keying for each radio channel as well as tone sequence control of repeater, frequency, and squelch disable functions.
- 5.15.12 D.C. Keying – CRT and Desktop Consoles - Each radio channel shall have available regulated D.C. keying currents of 15 ma and 6 ma. The D.C. control currents shall be provided for a loop resistance up to 10K ohms. Although as a default all channels shall not be supplied with DC keying capability, but pricing to add DC control on a per channel basis shall be provided.
- 5.15.13 Tone Keying- FPD and Desktop consoles - Each radio channel shall have available a tone sequence keying scheme that provides a High Level Guard Tone followed by a Function Tone followed by a Low Level Guard Tone.
- 5.15.14 "M Lead" Keying- FPD and Desktop consoles - Each radio channel shall be capable of providing Form A (normally open) dry contacts for transmitter keying.
- 5.15.15 One Sequence Tolerances - FPD and Desktop consoles - Tolerances for tone sequence control shall be within the following limits:
 - 5.15.15 (a) All tone frequencies as specified within +/-1 Hz.
 - 5.15.15 (b) All tone durations as specified within +/-5 ms or adjustable from 25 ms to 150 ms.
 - 5.15.15 (c) High Level Guard Tone - 0dBm to -10 dB adjustable to meet line conditions
 - 5.15.15 (d) Function Tone - 10 dBm +/-1 dB adjustable to meet line conditions.
 - 5.15.15 (e) Low Level Guard Tone - 30 dBm +/-1 dB adjustable to meet line conditions.
- 5.15.16 Radio Channel Terminations - Each radio channel shall be capable of 2 wire or 4 wire operation. The type of termination shall be readily selectable on a per channel basis.
- 5.15.17 Parallel Operator Position Control of Radio Channels - The console common electronics shall be capable of parallel operator position control of common radio channels. All channel control switches and indicators shall be paralleled. Parallel operation shall be readily selectable on a per channel basis.

5.16 Design Criteria

- 5.16.1 The console electronic package design criteria are based upon the need for maximum reliability, expandability, and ease of service. To meet these criteria, the electronic packages described in the subsequent paragraphs must be totally solid-state, completely modular, and reflect state-of-the-art concepts in communication control design. Each operator position shall include applicable switches, status indicators, amplifiers, tone circuits, power supplies, meters, clocks, speakers, and hardware to perform the functions.
- 5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles
 - 5.16.2 (a) The console electronic package shall have the capability of allowing the electronic circuitry (transmit/receive, amplifier, tone control, power supply, etc. modules) to be remoted at least 1000 feet from the operator position over standard 600 ohm twisted pairs. The interconnecting cable shall be at most an eight pair cable. The Vendor will supply all cabling and connectors



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between the console common electronics and the punch blocks in the equipment room housing these electronics.

- 5.16.2 (b) The remoting of the electronic circuitry up to 1000 feet from the operator position shall not degrade the console performance outside the minimum standards specified herein. All console functions shall be operable as specified herein regardless of remoting up to 1000 feet.
- 5.16.2 (c) In addition to hard wired remoting of the electronic circuitry, the console electronic package shall also allow remoting of the electronic circuitry over standard telephone lines or multiplex channels on a fiber network or a microwave system. No more than three multiplex channels shall be required to perform this function. All remote data and audio paths shall be automatically monitored to ensure the continuous integrity of the paths. If a path is lost, both the dispatch position and any diagnostic printer and/or terminal shall receive a report.
- 5.16.2 (d) The remoting of the electronic circuitry over microwave channels shall not degrade the console performance outside the minimum standards set forth in these specifications. All console functions shall remain operable regardless of remoting the operator position.
- 5.16.3 Electronic Circuitry
 - 5.16.3 (a) The electronic circuitry shall be contained on printed circuit modules which plug into a module rack or mother board. The plating material at the printed circuit module where plug-in contact is made shall be gold to provide maximum reliability.
 - 5.16.3 (b) A transmit/receive module shall be provided with each operational channel. This module shall contain all of the circuits necessary to perform the functions described on a per channel basis.
 - 5.16.3 (c) Sufficient modules shall be provided with each console electronic package to perform the functions that are common to the transmit/receive channels and all other functions.
- 5.16.4 Expandability - Options shall be easily expanded by the addition of plug-in printed circuit modules, programming, and control switches.
- 5.16.5 Maintainability
 - 5.16.5 (a) The transmit/receive circuitry shall include one plug-in T/R module for each channel. All T/R modules shall be interchangeable between channels. The only T/R module changes required to exchange T/R modules between channels or electronic packages shall be the selection of options by means of programming switches mounted on the modules or PROM exchanges.
 - 5.16.5 (b) The remainder of the console electronic package printed circuit modules shall be interchangeable between electronic packages.
 - 5.16.5 (c) Each type of plug-in printed circuit module shall be keyed to be inserted only into the correct location in the module rack or mother board. Guide rails shall be used to ensure proper alignment of plug-in printed circuit modules. Each plug-in printed circuit module shall be equipped with an extractor to allow easy removal.
 - 5.16.5 (d) It shall not be necessary to remove power from the console electronic package to change a plug-in module.
 - 5.16.5 (e) All printed circuit modules shall be plainly marked with the module's function. All components shall be plainly identified on the printed circuit



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modules. The module rack or motherboard position shall be plainly marked with the module's function. It shall not be necessary to use a drawing to locate components on printed circuit modules or printed circuit module positions.

5.16.6 Standards

5.16.6 (a) All equipment contained in the proposal shall meet or exceed the latest applicable standards of the Electronic Industries Association, Federal Communications Commission, and Underwriters Laboratory, and must conform to the OSHA of 1973 requirements for safe operation. In addition, where applicable, the equipment must satisfy the requirements of the local telephone company and input requirements of a Microwave System with respect to audio levels and control voltages.

5.16.6 (b) The console electronic equipment shall be rated for continuous operation. The console electronic package shall operate over an ambient temperature range of 0 degrees C. to +50 degrees C. without degradation in performance.

5.16.7 Power Supply

5.16.8 Input Voltage - 105 to 125 volts AC at 60 Hz, 120 volts AC nominal.

5.16.9 Noise - less than 120 millivolts peak to peak output.

5.16.10 Overload Protection - overload protection shall be provided such that variations in input voltage or output current shall not damage or degrade the operation of any console modules or components.

5.16.11 On-Off Switch - shall have a switch to turn input voltage on and off and have a power-on indicator.

5.17 Mechanical Requirements - The following specifications concern the mechanical aspects of the communications control console. The mechanical requirements of both the optional operator position furniture as well as the back-room common electronics are as follows.

5.17.1 Operator Position – Console Furniture - State supplied equipment may be installed in the operator position furniture along with the vendor's equipment. The State assumes the responsibility of installing the equipment in State supplied furniture. The vendor may bid the option to install the console. (All operator position furniture will be purchased separately.)

5.17.2 Labeling - All channels, controls and indicators shall be identified on the FPD screen. Keyboard switches which are used to control functions on the FPD should be clearly engraved to indicate their function. The identification shall show the purpose of the channel, control or indicator and be easily associated with the control or indicator. The legends or labels shall be designated by the user at the time of order.

5.17.3 Radio Channel and Receiver Voter Names - Each radio channel and or receiver voter channel shall be identified with an appropriate name - normally an abbreviation of the base station mountain top name and/or call sign which will be designated at the time of order. The FPD system shall be capable of displaying abbreviated names on the screen of at least eight characters in length. Merely giving a number to a radio channel or voter group is not acceptable.

5.17.4 Common Electronics- FPD Consoles - All common electronics shall be remoted from the console operator position. This equipment should be capable of remoting up to 1000 ft. from the operator position. The design of the common electronics package shall reflect a heavy reliance on modularity of construction. This modularity shall permit the console to be expanded, diminished, or reconfigured in future years depending on increased functions or consolidation of hardware based on system modernization. All equipment



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supplied shall either be mounted in 19 inch wide EIA standard 90 inch tall aluminum equipment racks which are drilled and tapped to EIA standards (RS-310C) or supplied in seven foot enclosed equipment cabinets. (Racks or cabinet mounting will be specified with each purchase order) All equipment shall be supplied with all the necessary mounting hardware. Access to electronics for maintenance and service shall be accomplished through sliding rail arrangements, hinged mounting racks or circuit board extenders. Where the use of circuit board extenders is required, two extenders per console shall be supplied.

5.18 Training

5.18.1 Technician Training - the successful Vendor shall provide separate pricing for comprehensive training on the equipment proposed. The training shall include discussion of the following subjects as a minimum:

- 5.18.1 (a) Theory of operation and circuit analysis of each equipment module, a complete console electronic package, and parallel operation of multiple consoles.
- 5.18.1 (b) Troubleshooting procedures including fault isolation, terminal diagnostics, stage gain measurements, voltage tests, and other procedures to locate and replace faulty components.
- 5.18.1 (c) Level setting and other adjustment procedures for each equipment module, a complete console electronic package, and parallel operation of up to eight consoles.
- 5.18.1 (d) Programming of the central electronics cards and CRT positions.

5.18.2 Training Type and Location

- 5.18.2 (a) The training may be presented by either a resident instructor or a self-tutored training course.
- 5.18.2 (b) If an instructor is used, he must be intimately familiar with the design, operation, and maintenance of the equipment model proposed.
- 5.18.2 (c) The instructor shall present a training session in State supplied facilities at Phoenix, Arizona of at least 8 hours in duration. Actual dates for the class will be established by the purchasing agent. The training shall be completed within 130 days of receipt of purchase order.
- 5.18.2 (d) If the successful vendor elects to supply a self-tutored training course, one such course shall be provided and will become property of the State. The course shall make use of textbooks, film strips, video tapes or other means to provide comprehensive self-training of the equipment model proposed.

5.18.3 Dispatcher Training - The successful vendor shall also provide 1-day training to the dispatchers of any purchasing agencies. This training shall cover the operational aspects of the equipment. In situations where the communications center is a twenty-four hour operation, it will be necessary to repeat the training for each shift during the day(s).

5.18.4 Instruction Books - the instruction books to be furnished by the vendor shall be complete with all pages securely fastened together. The instruction books shall incorporate as a minimum the following:

- 5.18.4 (a) Complete description and ordering information of each individual unit and/or sub-assembly. A material guide shall contain the replacement part numbers and description of all components used. The parts lists shall be associated with their respective chassis, module, or kit wherein they are found. A total listing of parts without such groupings will not be acceptable.
- 5.18.4 (b) Complete intercabling diagram between each unit and/or sub-assembly.



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- 5.18.4 (c) Complete outline and drawings and dimensions as well as mounting dimensions of all equipment.
- 5.18.4 (d) Voltage and resistance diagrams or tables of all units and/or sub-assemblies.
- 5.18.4 (e) Complete level setting instructions in step by step tabular form for entire assembly and all components capable of being adjusted.
- 5.18.4 (f) Parts location, drawings or pictorial, detailed top view of individual parts, units and/or sub-assemblies.
- 5.18.4 (g) Operational block diagrams of individual units and/or sub-assemblies.
- 5.18.4 (h) Complete schematic diagrams of individual units and/or sub-assemblies.
- 5.18.4 (i) In addition to schematics, etc., the manual shall contain the theory of operation of all active devices and circuits in sufficient detail to facilitate servicing.
- 5.18.4 (j) Drawings which are supplied must be reproduced by such means as to preclude fading to the point of illegibility if exposed to normal illumination for extended periods of time. A developed and fixed process or one of the various forms of printing by actual ink transfer are acceptable types.
- 5.18.4 (k) In order to provide a complete manual containing all schematics, level setting information, and operating instructions, the contractor shall prepare all of the information in book form with no drawings larger than the page size of the book. Drawings, which must be larger than a single sheet for legibility may be photographically reduced so that they are no larger than 11 inches high or printed on fold-out sections. This manual shall contain an index of all schematics, charts, and diagrams to insure that pages have not been removed. Sufficient information shall be contained in the index to permit reordering lost or mutilated pages.
- 5.18.4 (l) Two instruction manuals shall be furnished for every unit supplied and costs shall be included in the proposal price.
- 5.18.4 (m) One typical instruction manual shall be supplied with the proposal.

5.19 Recommended Maintenance Equipment

- 5.19.1 Any special meters, unique/non-standard test equipment, test cables, harnesses, circuit board extenders, or hand tools required for monitoring and/or maintenance of the communications control console electronic packages shall be listed separately with their itemized cost and shall be included in the total initial cost of the equipment.

5.20 Recommended Replacement Parts

- 5.20.1 Because of the critical function the communications control console serves, vendors must be capable of supplying all electronic package parts, including individual components and mechanical and electrical assemblies used in the equipment supplied, within 48 hours. The vendor shall supply a list of recommended spares in his proposal response. The vendor shall include a complete set of these recommended spare modules as well as a spare of all other modules and power supplies with the initial console purchase. The cost for this spare module set shall also be priced as a separate line item in the proposal response.

6.0 Generators

- 6.1 AC/DC power generators operating with diesel, gasoline or propane fuel. Indoor and Outdoor installations systems capable of handling extreme temperature of -50 degrees F up to 150 degrees



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F. This includes but is not limited to Transfer Switches, panels, monitoring services, and controlling accessories inclusive of timing and sensing functions with associated hardware and software.

6.2 Requirements

- 6.2.1 Proposed product(s) must be rated for industrial use, home-use styles of generators will not be considered.
- 6.2.2 The proposal should include product(s) options from 10kw up to 400kw.
- 6.2.3 Product(s) offered must include all alarming equipment and software for remote monitoring.
- 6.2.4 Product(s) offered must be able to supply simple network management protocol (SNMP) and contact closure alarms.
- 6.2.5 Product(s) offered must have programmable exercise timers that can be set to transfer load capability.

7.0 Back-up Batteries (Including Solar)

7.1 Specifications

- 7.1.1 Telecom Applications – the State and/or Co-op Agencies require long life batteries (both voltage and solar) to support Agency efforts for providing power in multiple public communications applications, including but not limited to data centers, network operation centers, wireless, Microwave and mobile centers.
- 7.1.2 Product types for procurement:
 - 7.1.2 (a) Modular Flooded Lead Acid
 - 7.1.2 (b) Modular Flooded Lead Acid
 - 7.1.2 (c) Mono-Block Valve Regulated Lead Acid
 - 7.1.2 (d) Portable Radio
- 7.1.3 Renewable/ Solar Energy Product offerings must include the following:
 - 7.1.3 (a) Benchmark data of Offeror's product to Industry Leading Life Cycle Data
- 7.1.4 Power Systems, DC Conversion
 - 7.1.4 (a) Inclusive of AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect DC breakers, power distribution panels and any additional associated hardware and software needed to operate.
- 7.1.5 The proposal must include float rates for the products being offered.
- 7.1.6 Offeror proposal to include system and module configuration requirements.
- 7.1.7 Must meet all UL industry requirements
- 7.1.8 Must withstand Operating temperature beyond 150 degrees F and temperature that drop below -50 degrees F.
- 7.1.9 Must provide performance data to support product viability.

8.0 Prefab Communications Shelters

8.1 General

- 8.1.1 Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation. This includes all required accessories and appurtenances, including antenna mast, RF shielding and grounding systems.



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8.1.2 Vendor shall submit descriptive catalog product description to include all specifications.

8.2 Requirements

8.2.1 Prefab Communications shelters must meet State and National regulations.

8.2.2 Offeror to submit proposal for multiple dimensions that are offered to State and local public safety Agencies.

8.2.3 Offeror's proposal must address recommendations for transportation and off-loading.

8.2.4 HVAC system requirements should be detailed in the proposal submitted.

8.2.5 Electrical requirement for each prefab communication shelter offering should be listed in the proposal.

8.2.6 Proposed lighting systems should be included in the offer.

8.3 Installation and service

8.3.1 Offeror must provide on-site installation and set-up service as part of the proposal. This pricing should be included as separate line item within the pricing proposal.

8.3.2 R-56 standards must be followed in the proposed construction of any prefab communications shelters.

8.3.3 If on-site installation is required, Contractor(s) must be able to pass a background check.

8.4 Pricing

8.4.1 Pricing should include discount off list catalog pricing plus additional options on an individual list item basis for upgrades that might add to discounted price listed in catalog.

8.5 Warranty

8.5.1 All offerings must include a minimum five (5) year warranty period.

9.0 Service

9.1 The services that may be offered in correlation with the equipment listed above are categorized as follows:

9.2 Design/Engineering

9.2.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Design Services.

9.3 Managed Services - considered a service subscription.

9.3.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Managed Services. Examples of Managed Services include: 24x7x365 technical support, network monitoring, alarm monitoring, service ticket generation, performance management, system provisioning, system updates, end-to-end event monitoring, security monitoring, software maintenance and updates, annual preventative maintenance, and onsite support.

9.3.2 The Contractor(s) shall clearly define and communicate qualifications for any system or equipment being considered for Managed Services.

9.4 Field Service Repair and Maintenance – considered as needed, or one-time services.

9.4.1 The Contractor(s) shall clearly define and communicate guaranteed time of repair or restoration and qualifications for any system or equipment being considered for maintenance support.

9.4.2 The Contractor(s) shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specifications for the system.



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9.4.3 In addition to maintenance of new equipment purchases, the Contractor(s) shall also offer maintenance of legacy equipment. Legacy equipment defined as any existing public communications equipment and its associated supplies and/or accessories that have been purchased prior to the RFP issuance and resulting Contract Award.

9.5 Installation

- 9.5.1 Time of Purchase of new equipment
- 9.5.2 Previously purchased equipment
- 9.5.3 The Contractor(s) shall also conduct initial preventative maintenance ensuring performance begins at the optimal level.

9.6 Integration

- 9.6.1 Integration Services shall be offered at an hourly rate by the Contractor(s) unless otherwise specified in the SOW defined above as part of the equipment installation. The Contractor(s) shall clearly list and communicate to the State what is specifically included in their integration services, if applicable.

10.0 Consultation and Third-Party Oversight

10.1 The State is also looking to solicit proposals from qualified, vendor independent, full service firms who can provide third party oversight on behalf of the State of Arizona. Any offer of services must comply with the following:

- Demonstrate independence of any manufacturer, software provider, or vendor.
- Demonstrate experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs
- Demonstrate mission critical communications system design experience in the public safety arena
- Demonstrate knowledge and experience with contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
 - Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
 - Microwave and RF control link design and specification
 - Voice logging
 - Paging and Alerting systems
 - Radio interoperability
 - Radio dispatch console systems
- Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
- Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
- Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.



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- Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and Mission critical RF systems.
- Demonstrate experience, establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.
- Demonstrate experience with providing consulting, systems engineering and architecture services for both urban and rural mission critical communications systems.
- The firm must have at least one telecommunications specialist certified in industry accepted site standards such as Motorola R56.
- The firm must demonstrate that it follows accepted industry standards (i.e., Project Management Institute) standards and practices for management of projects.
- The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
- Demonstrate experience and capability of providing ongoing service and support throughout the lifecycle of network and associated devices and peripherals

EXHIBITS TO THE SCOPE DOCUMENT

NO EXHIBITS FOR THIS SOLICITATION

End of section 2-A



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SECTION 2-B: Pricing Document

1.0 Compensation

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the “●” mark below:

●	Contracted Labor Rates (refer to paragraph 1.13 below)
●	Discount Off List or Catalog (refer to paragraph 1.25 below)

1.1 CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in Exhibit 1 to this Pricing Document.

1.1.1 The rates are deemed to be inclusive of the actual gross wages plus all:

- (a) applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;
- (b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;
- (c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);
- (d) insurance coverages to be provided by Contractor under the Contract; and
- (e) profit.

1.1.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.4 Reimbursable items consist of three components:

- (a) *Site Services, Logistics, and Utilities.* State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Attachment 4 to this Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).
 - i. For items indicated to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess).



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ii. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).

iii. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.

(b) *Personnel-Related Expenses.* State will only reimburse for those items of personnel-related expense expressly indicated in Attachment 4 to this Pricing Document as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).

i. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess).

ii. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State's travel policy, which is available at <https://gao.az.gov/travel>.

iii. Contractor must obtain State's written approval prior to booking or going on any reimbursable travel.

iv. Contractor will be reimbursed at the current Travel Policy rates.

v. Contractor shall itemize all per diem and lodging charges.

vi. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

1.2 **DISCOUNT OFF LIST OR CATALOG.** A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in Exhibit 1 to this Pricing Document.

1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.2.3 Each catalog must:

- (a) bear the applicable State contract number;
- (b) list all materials or services Contractor is authorized to sell under the Contract;
- (c) not contain any items that are excluded from the Contract;
- (d) provide ordering information and contact information for customer support.

1.2.4 Each catalog and its accompanying price list must include for each item:

- (a) a part or model number, if applicable;
- (b) a complete and accurate description of the item;



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- (c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;
- (d) a stock keeping unit (SKU) number (SKU), if applicable;
- (e) the item's unit of measure (UOM), if applicable; and
- (f) the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

- (a) The electronic versions are to be provided as an Amendment to the Contract.
 - i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.
 - ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.
- (b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit 1 to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:



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2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

- (a) Initial Contract prices will be honored for one year after award of Contract.
- (b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- (c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

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

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Eligible Agency in advance and be in accordance with the contract rate.

2.6 TRAVEL.

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

2.7 DELIVERY

2.7.1 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.

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.



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4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes <i>(as a separate invoice line item)</i>	●
Upcharge shipping/freight, etc. <i>(as a separate invoice line item)</i>	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Upon Eligible Agency request and shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.



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4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

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

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

4.6.2 (a) are sent to an incorrect address;

4.6.2 (b) do not reference the correct State contract number; or

4.6.2 (c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.7 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:

1. substantiation of hours worked using:
 - a. a detailed daily timesheet;
 - b. itemization to the task level; and
 - c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
2. authorizations and receipts for all allowable reimbursable items being invoiced; and
3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 18.1 of the Special Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

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

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

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

5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from



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Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

<https://gao.az.gov/afis/vendor-information>

End of Section 2-B



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SECTION 2-C: Special Terms and Conditions

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

1.0 Definition of Terms

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

1.1. Co-Op Buyer

“Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years with an optional additional five (5) year term with annual renewal(s) for a total max term of ten (10) years unless canceled, terminated, or permissibly extended.

3.2 Statewide Contract Provisions

The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a “statewide” contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a “delivery order” sub-type of ID/IQ contract to the extent the Work is Materials, and a “task order” sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:



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<https://spo.az.gov/procurement-services/cooperative-procurement/coop-usage-report>

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Purchase Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
5. Contractor shall acknowledge each Purchase Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Purchase Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Purchase Order as-issued; or (b) "rejecting" the Purchase Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse a Purchase Order are those set out in subparagraph 3.12.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Purchase Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Purchase Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Purchase Order in ProcureAZ and if it does so the rejection will be void.
6. Contractor shall acknowledge each Purchase Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Purchase Orders from Co-Op Buyers create no obligation on State's part, since they are entirely



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between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.3 Multiple-Use Provisions

Eligible Agencies may issue Purchase Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Purchase Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Purchase Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Purchase Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Purchase Order using those prices (e.g., filling out a purchase order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Purchase Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

4.0 Costs and Payments

4.1 Proposal Costs

Costs Incurred During Proposal Development. The State will not be responsible for any cost incurred during the period of proposal development, including but not limited to On-Site Visits, Pre-Offer Conferences, Demonstrations and any other costs incurred by the Offeror in preparation for Bid Offering.

5.0 Contract Changes

No modifications to uniform terms and conditions section.

6.0 Risk and Liability

6.1 Contractor Insurance

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers,



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agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

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.

Insurance Requirements

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

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

Minimum Scope and Limits of Insurance

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

1. Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$2,000,000

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed



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by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Workers' Compensation and Employers' Liability**

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. **Professional Liability (Errors and Omissions Liability)**

•	Each Claim	\$2,000,000
•	Annual Aggregate	\$2,000,000

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

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

4. **Technology Errors & Omissions Insurance**

•	Each Claim	\$2,000,000
•	Annual Aggregate	\$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

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

5. **Network Security (Cyber) and Privacy Liability**

•	Each Claim	\$2,000,000
•	Annual Aggregate	\$2,000,000



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Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

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

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6. Installation Floater

- Coverage amount is \$____TBD At Award

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

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



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

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

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

Approval and Modifications

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



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Exceptions

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

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section.

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 General Provisions for Products

11.1	Applicability	Article 11 applies to the extent the Work is or includes Materials.
11.2	Off-Contract Materials	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Purchase Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Purchase Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	Compensation for Late Deliveries	Contractor shall have clear, published policies in place regarding late delivery, purchase order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them.
11.4	Indicate Shipping Costs on Purchase Order	If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Purchase Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Purchase Order price.
11.5	Current Products	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.



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11.6	Maintain Comprehensive Selection	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document.
11.7	Additional Products	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
11.8	Discontinued Products	If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
11.9	Forced Substitutions	Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
11.10	Recalls	In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Purchase Order referencing the affected Purchase Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
11.11	Delivery	11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.



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11.11.2 LIABILITY. Unless stated otherwise in the Pricing Document or an Purchase Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Purchase Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.O.B. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Pricing Document or an Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Purchase Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Purchase Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Purchase Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Purchase Order, the Contractor will communicate expected delivery time to Eligible Agency within 24 hours after Purchase Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
 - a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
 - b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Purchase Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Purchase Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials



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from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.

11.18 Purchase Order Cancellation

State may cancel Purchase Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels a Purchase Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Purchase Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
 - a) its actual, documented costs incurred in fulfilling the Purchase Order up to the cancellation effective date plus 1 (one) additional business day; and
 - b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and



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3. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancelation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Purchase Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Purchase Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders. State may, at its discretion, cancel any such Purchase Order without obligation. As used above, "off-contract service" refers to any



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service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or purchase orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or purchase orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Purchase Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.



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1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:



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<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/65822>

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in



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the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

- 14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
 - (a) State reserves the right to elect to participate in the action at its own expense;
 - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
 - (c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement

- 14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:
 - (a) replace any infringing items with non-infringing ones;
 - (b) obtain for State the right to continue using the infringing items; or
 - (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
- 14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Purchase Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Purchase Order or terminate the Contract, Contractor shall refund to State:
 - (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
 - (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
 - (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.



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14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees;
- (b) claim against which Contractor has indemnified State Indemnitees; or
- (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Purchase Order (or if no Purchase Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Purchase Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Purchase Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code



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that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

(c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 **PAYMENT HAS NO EFFECT.** The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.



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15.0 Agency Contract Administration and Operations – Department of Corrections

15.1 Drug Testing Program

The Contractor shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contractor shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.

15.2 Department Policies and Procedures

The contractor shall follow all Department policies, procedures and Department Orders (DO) and Directors Instruction (DI) i.e., drug-free workplace, dress code, grooming, etc. The policies, procedures, DO and DI are available on the following website www.azcorrections.gov.

15.3 Notice Warning

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statues. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles,

Authority

A.R.S. §13-2501:

A.R.S. §13-2505

ADC Department Order 708

15.4 Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- a. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- b. By knowingly conveying contraband to any persons confined in a correctional facility; or
- c. By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority

A.R.S. § 13-2501

A.R.S. § 13-2505

ADC Department Order 70814.4.2

15.5 Rules and Regulations

- 15.5.1 Attention of the Offerors is called to the requirements specified in **Attachment 6**, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.
- 15.5.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.



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15.6 Unlawful Sexual Conduct

15.6.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

15.6.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

15.6.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

15.6.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

15.7 Federal Prison Rape Elimination Act 2003

15.7.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

End of Section 2-C



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SECTION 2-D: Uniform Terms and Conditions

Version 2018 (2/1/2018)

1.0 Definition of Terms

1.1 Acceptance	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract.
1.2 Accepted Offer	If State did not request a Revised Offer, then "Vendor Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the latest Best and Final Offer.
1.3 Arizona Procurement Code; A.R.S.; A.A.C.	The "Arizona Procurement Code, "A.R.S.," and "A.A.C." refers to Arizona Revised Statutes ("A.R.S.") § 41-2501, <i>et seq.</i> , and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, <i>et. seq.</i>
1.4 Arizona TPT	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx .
1.5 Attachment	"Attachment" means any item that: <ol style="list-style-type: none">4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);5. was attached to an Offer when submitted; and6. was included in the Accepted Offer.
1.6 Contract	"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 or authorized Purchase Orders.
1.7 Contract Amendment	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term "Change Order" has the same meaning as "Contract Amendment".
1.8 Contract Terms and Conditions	"Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively.
1.9 Contractor	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10 Contractor Indemnitor	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.



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1.11 eProcurement System (currently ProcureAZ)	<p>“eProcurement System” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement System may be subject to change. The State’s current eProcurement system is “ProcureAZ.” The current version of the ADOA policy regarding the State’s eProcurement System is <i>Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System</i>.</p> <p>NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations</p> <p>NOTE (2): The URL for ProcureAZ itself is: https://procure.az.gov/</p>
1.12 Gratuity	<p>“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.</p>
1.13 Indemnified Basic Claims	<p>“Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.</p>
1.14 Instructions to Offerors	<p>“Instructions to Offerors” is Section 3-a of Part 3 of the Solicitation Documents.</p>
1.15 Materials	<p>“Materials” has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in “Materials” and to the extent it is a service it described in “Services” below.</p>
1.16 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)	<p>“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.</p> <p>“Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.</p> <p>“Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.</p> <p>Reference to “an Offer,” “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.</p>
1.17 Pricing Document	<p>“Pricing Document” means <u>Section 2-B of Part 2 of the Solicitation Documents</u>, provided that, if there is no such Section in the Contract, then “Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.</p>
1.18 Procurement Officer	<p>“Procurement Officer” means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.</p>
1.19 Purchase Order	<p>“Purchase Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The <u>Special Terms and Conditions</u> provide that information. Any of the following is to be construed as being a “Purchase Order”:</p> <ol style="list-style-type: none">1. “Release” or “Release Purchase Order” in ProcureAZ;



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2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.20 Services

"Services" has the meaning given in A.R.S. § 41-2503(35). Services include the service aspects of software described in the definition of "Materials" above.

1.21 Specification

"Specification" has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.

1.22 State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Purchase Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Purchase Order.

1.23 State Fiscal Year

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.24 State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.25 Subcontract

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

1.26 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38).

1.27 Work

"Work" means the totality of the provision of Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Arizona Law

The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.

2.2 Implied 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

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united Contract. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

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

- (a) Contract Amendments;
- (b) the Solicitation Documents, in the order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;



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- (3) Uniform Terms and Conditions;
- (4) Scope of Work;
- (5) Exhibits to the Scope of Work;
- (6) Pricing Document;
- (7) Exhibits to the Pricing Document;
- (8) Specifications; and
- (9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and

(d) Accepted Offer.

2.4 Severability

The provisions of this Contract are severable to the extent allowed under Arizona Contract Law. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract..

2.5 Complete Integration

The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Orders, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the State to changes to the Contract.

2.6 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.7 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Books and Records; Audit

- 3.1.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.1.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 35-214 and 2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
- 3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any person who obstructs or impairs an audit being conducted or about to be conducted in relation to and Contract or Subcontract with the State may be found guilty of a Class 5 Felony under A.R.S. § 35-215.

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.



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3.3 Contractor Licenses	Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.
3.4 Inspection and Testing	By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.
3.5 Notices and Correspondence	<p>3.5.1 TO CONTRACTOR. State shall:</p> <ul style="list-style-type: none">(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and(b) address notices to Contractor to the "Contractor Name and Title" at the "Mailing Address" indicated in the Contract <p>3.5.2 TO STATE. Contractor shall :</p> <ul style="list-style-type: none">(a) address all Contract correspondence, other than notices, to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address: <p style="text-align: center;">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 402 Phoenix, AZ 85007</p> <p>3.5.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.</p>
3.6 Signing of Contract Amendments	Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either: <ol style="list-style-type: none">4. extension of the term of the Contract within the maximum aggregate term;5. revision to Procurement Officer appointment or contact information; or6. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract. In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.
3.7 Click-Through Terms and Conditions	If either party uses a web based ordering system, an electronic purchase order system, an electronic purchase order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor hereby acknowledges and agrees that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized



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State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.8 Ownership of Intellectual Property

3.8.1 **RIGHTS IN WORK PRODUCT.** All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

- i.the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- ii.the right to release or disclose that work product to third parties for any State government purpose; and
- iii.the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.8.2 **JOINT DEVELOPMENTS.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.8.3 **PRE-EXISTING MATERIAL.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.8.1 above, and will remain the exclusive property of Contractor, provided that any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product.

3.9 Subcontracts

3.9.1 **INITIAL LIST.** At the time of Contract execution, Contractor may have listed prospective Subcontractors in Attachment 3-C to the Vendor Offer [*Proposed Subcontractors*]. If a Subcontractor is on this initial list in a Vendor Offer, then the Contractor has the Procurement Officer's advance consent to enter into a Subcontract with each listed candidate.

3.9.2 **ADDITIONAL NAMES.** Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.



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

3.10 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. Contractor acknowledges and agrees that under A.R.S. § 41-4401, State retains the legal right to inspect papers of any Contractor employee who works under the Contract to ensure compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.11 Offshore Performance of Certain Work Prohibited Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Purchase Orders

- 3.12.1 PURCHASE ORDER SUFFICIENCY. A Purchase Order issued by an authorized person that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Purchase Order.
- 3.12.2 PURCHASE ORDER TERMS. All Purchase Orders are subject to the Contract Terms and Conditions; a Purchase Order cannot modify the Contract Terms and Conditions.
- 3.12.3 PURCHASE ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Purchase Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Purchase Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Purchase Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Purchase Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.
- 3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Purchase Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Purchase Orders; and (d) State is not limited as to the number of Purchase Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Purchase Order or, if applicable, a Co-Op Buyer issues it.
- 3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Other Contractors State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's



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employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work.

3.14 Work on State Premises

- 3.14.1 **COMPLIANCE WITH RULES.** Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location, without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract.
- 3.14.2 **PROTECTION OF GROUNDS AND FACILITIES.** Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall promptly repair or replace any damage it caused and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

3.15 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contractor commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

- 4.1.1 **PAYMENT DEADLINE.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 or an equivalent form to the State unless excused by law from providing one.
- 4.1.2 **PAYMENTS ONLY TO CONTRACTOR.** Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Vendor Offer.

4.2 Applicable Taxes

- 4.2.1 **CONTRACTOR TO PAY ALL TAXES.** State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
- 4.2.2 **TAX INDEMNITY.** Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any



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related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 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.

4.4 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:

- 4.4.1. Accept a decrease in price offered by the contractor;
- 4.4.2. Cancel the Contract; or
- 4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

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

5.2 Assignment and Delegation

- 5.2.1 IN WHOLE. Contractor shall not assign or delegate its duties under the Contract, in whole or in part, without Procurement Officer's prior written consent; Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
- 5.2.2 IN PART. Subject to paragraph 3.9 (*Subcontracts*) with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss Contractor shall bear all risk of loss to Materials if, and as, those duties are within the scope of the Work, until they have been accepted as conforming by State in the manner specified in the Purchase Order, or as specified generally elsewhere in the Contract if the Purchase Order does not provide particulars. Risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Basic Indemnification

- 6.2.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim



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arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.2.1 below applies instead.

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

6.2.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.3 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorney fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.3 does not apply.

6.4 Force Majeure

6.4.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.10 (*Performance in Public Health Emergency*), declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party



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shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

- 6.4.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.4.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.5 Third Party Antitrust Violations

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

7.0 Warranties

7.1 Liens

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

7.2 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.3 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for 1 (one) year after acceptance by the State of the materials, they shall be:

- 7.3.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.3.2. Fit for the intended purposes for which the materials are used;
- 7.3.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.3.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.3.5. Conform to the written promises or affirmations of fact made by the Contractor.

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 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.



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7.6 Survival of Rights and Obligations after Contract Expiration or Termination	<p>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.</p> <p>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.</p>
7.7 Contractor Personnel	Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
7.8 Intellectual Property	Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
7.9 Operational Continuity	Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 (<i>Assignment and Delegation</i>) that expressly recognizes the event.
7.10 Performance in Public Health Emergency	<p>Contractor warrants that it will:</p> <ol style="list-style-type: none">1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.4 (<i>Force Majeure</i>) for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable. <p>For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.</p>
7.11 Lobbying	<p>7.11.1 PROHIBITION.</p> <p>(a) Contractor warrants that:</p> <ol style="list-style-type: none">i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and



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ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

- (b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.
- (c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

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

8.0 State's Contractual Remedies

8.1 Right to Assurance	If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
8.2 Stop Work Order	<p>8.2.1. The State may, at any time, by written order to the Contractor (the "Stop Work Order"), 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 in the Stop Work Order. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the Stop Work 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 Stop Work Order during the period of work stoppage.</p> <p>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. If the Procurement Officer determines that an equitable adjustment is necessary, he or she shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.</p>
8.3 Non-exclusive Remedies	The rights and the remedies of the State under this Contract are not exclusive.
8.4 Nonconforming Tender	Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
8.5 Right of Offset	The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests	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.
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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.

9.5 **Termination for Default**

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

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

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

9.6 **Continuation of Performance Through Termination**

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

10.0 Contract Claims

10.1 **Claim Resolution**

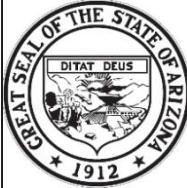
Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to the Arizona Procurement Code, including judicial review under A.R.S. § 12-1518.

10.2 **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).

End of Section 2-D

End of Part 2



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Attachment 3-C Proposed Subcontractors

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



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

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

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.



YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Gila Electronics 2481 E Palo Verde St Yuma, AZ 85365 (928) 726-0896	YES	Front-line sales, support, engineering, and field service as a regional Manufacturer's Representative ("MR") of Motorola serving primarily Yuma, La Paz, and Mohave counties.	5
2.	ADW Communications 14350 N 87th St #145 Scottsdale, AZ 85260 (480) 291-6820	YES	Provides turnkey project management, engineering, and construction services for wireless infrastructure.	5
3.	Mangum Civil Constructors, Inc., 1075 E Salter Dr Phoenix, AZ 85024 (602) 466-3926	YES	Full range of construction and technical services in the general and wireless construction industry and are an "In-House" builder with its own civil, tower, DC and fiber crews	5
4.	High Desert Communications, Inc., 372 W Cullumber Ave Gilbert, AZ 8523 (480) 632-0020	NO	Full service communication site/tower design, engineering, installation, and ongoing support.	5
5.	NB Construction, Inc., 16602 N 23rd Ave Ste 111 Phoenix, AZ 85023 (480) 947-3599	NO	Provider of wireless communications site development services for government, enterprise and commercial carriers.	5

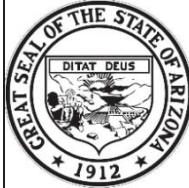
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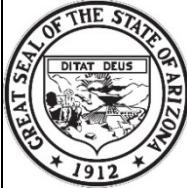
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6.	Arizona West Builders, Inc., 7515 S Atwood Mesa, AZ 85212 (480) 988-3630	NO	Licensed general contractor that specializes in “turn-key” construction and maintenance solutions for the cellular industry including tower erection, foundations, excavations, electrical, RF and microwave installation/services, site surveys, power and Telco coordination services.	5
7.	Pyramid Network Services, LLC. 6615 Towpath Road East Syracuse, NY 13057 (315) 701-1300	NO	Pyramid is Motorola Solutions largest preferred vendor for site development services across the United States and Canada, and has completed over 340 distinct public safety projects. Pyramid Network Services—is a leading nationwide turnkey communications systems contractor delivering cost effective solutions to design, develop and deploy wireless communications networks for both commercial carriers AND Federal, State, & Local public safety agencies.	5

End of Attachment 3-C



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Attachment 5-B Conformance Statements

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

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS: (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS: (PART 2 OF THE SOLICITATION)

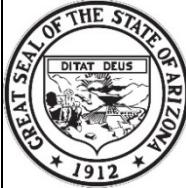
Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.



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ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Section 1-B: Instructions to Offerors		
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	9.16.19 See attached Change Log to Attachment 5-B Exceptions, ("5-B Change Log").

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

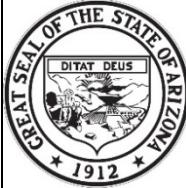
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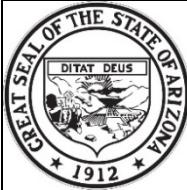
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ATTACHMENT 5-B Supplement No. 2:

Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work (Technical Document)		
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	9.16.19 See attached 5-B Change Log for all Section 2-A.
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
2.55.1 x	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.	
3.37 Feed Connection	Exception-TNC connectors	
3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.	
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered	
Capacity Received Signal Level (RSL) in dBm (d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception not offered	



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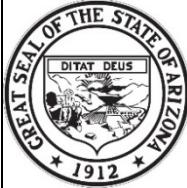
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Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception not offered	
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception not offered	
4.5.1	Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.	
5.15.12	Motorola does not support DC control	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.	
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.	



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Section 2-B: Commercial Document

**Section 2.1
Contractor
Best Pricing**

Motorola takes exception to this provision and requires its removal.

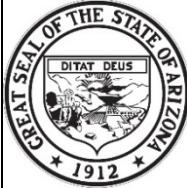
Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.^{9.16.19} See attached x5-B Change Log.

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)



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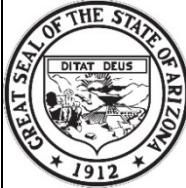
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ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
Section 6.1 Contractor Insurance Indemnification Clause	Motorola complies with the general indemnification described in this section subject to removing the words "or intangible" and "arising or recovered under the Worker's Compensation Law".	Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880. 9.16.19 See attached 5-B Change Log
Section 6.1 Contractor Insurance-Insurance Requirements	Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements	The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola. 9.16.19 see attached 5-B Change Log
Section 13.1 Applicability	Motorola complies with the language with the removal of the words 'or from others at State's behest.'	It is unclear if Motorola has a contractual relationship with the 3rd party. 9.16.19 See attached 5-B Change Log



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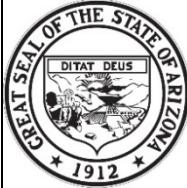
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Section 13.2 Data Protection & Confidentiality	<p>Motorola proposes the following language in lieu of the RFP language:</p> <p>Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitive data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their respective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.</p>	<p>The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 13.2.1 Data Protection & Confidentiality	<p>Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.</p>	<p>Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 13.2.2 Data Protection & Confidentiality	<p>Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' at the beginning of the statement.</p>	<p>Motorola requests these modifications to be in line with industry standard language.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 13.3.2 Personally Identifiable Information	<p>Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.</p>	<p>Motorola asserts it is CJIS compliant.</p> <p>9.16.19 See attached 5-B Change Log.</p>



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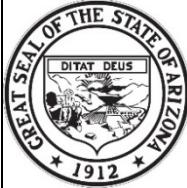
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Section 14.3.3 Access Control	<p>Motorola proposes the inclusion of the following language within this section:</p> <p>To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.</p>	<p>Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 14.4 Pass-through Indemnity	<p>Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:</p>	<p>Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 14.8.2.b Information Technology Warranty	<p>Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.</p>	<p>As is industry standard, Motorola does not provide a warranty against worms and viruses.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 14.11.2 Cloud Applications	<p>Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system</p>	<p>Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.</p> <p>9.16.19 See attached 5-B Change Log.</p>



Request for Proposal

Solicitation No.
ADSPO19-00008376

Description:

Public Communications Equipment and Services

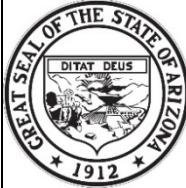
Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 14.11.3 Cloud Applications	Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).	Motorola requests clarity on what logs are being requested and the proposed regularity of such requests. 9.16.19 See attached 5-B Change Log.
Section 15.1 Drug Testing Program	Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.	Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results. 9.16.19 See attached 5-B Change Log.

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information. 9.16.19 See attached 5-B Change Log.



Request for Proposal

Solicitation No.
ADSPO19-00008376

Description:

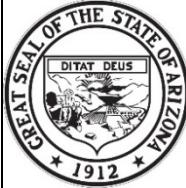
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 3.4 Inspection and Testing	<p>Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."</p>	<p>Motorola requires sufficient notice of State's intent to inspect Motorola facilities.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 3.8 Ownership of Intellectual Property	<p>It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.</p>	<p>Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement.</p> <p>9.16.19 See attached 5-B Change Log.</p>



Request for Proposal

Solicitation No.
ADSPO19-00008376

Description:

Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 6.2 Basic Indemnification	<p>Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.</p>	<p>Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 6.3 Patent and Copyright Indemnification	<p>Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.</p>	<p>Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 7.2 and 7.3 Conformity and Quality	<p>Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSPO13-036613 and (ii) ADSPO13-036880.</p>	<p>Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts.</p> <p>9.16.19 See attached 5-B Change Log.</p>
Section 9.5.3 Termination for Default	<p>Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.</p>	<p>Motorola proposes the suggested modifications to clarify termination costs to be reasonable.</p> <p>9.16.19 See attached 5-B Change Log.</p>
5C Insurance Certificate	<p>Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences.</p> <p>Motorola's surety requires a signed agreement prior to issuing COI.</p>	<p>9.16.19 See attached 5-B Change Log.</p>

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

End of Attachment 5-B

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms

Page 11 of 12

Template version 2.0 (01-FEB-2017)

Available online at: procure.az.gov

State Response to Exceptions

Motorola Change Log/Revised Attachment 5-B Exceptions 9.16.19

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	Vendor Response
Section 1-A: Solicitation Details				
x	None	x		
Section 1-B: Instructions to Offerors				
6.3 Cost or Pricing Data	Pursuant to A.R.S § 41-2543 per A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information.	Public exposure of Motorola's internal costs and pricing would put it at a severe competitive disadvantage.	Rejected, exception not accepted. Catalog/list pricing along with % off list data is required as part of solicitation and is not considered confidential per R2-7-103.	7/25/19 Motorola verbally agreed 8-8-19 Motorola concurs

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response	
Section 2-A: Scope of Work (Technical Document)				
2.49.4 E&M / DC Control	Comply with clarification, No DC Control, Exception on DC Contact Keying	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	8/28/19 Motorola agreed with the State's responses to Motorola's clarifications and exceptions in this Section 2-A 7/25/19 Motorola verbally agreed
2.52.1 Physical Construction	Comply w/ one exception 36.8 lbs x	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.52.5	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz	x	Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
2.55.1 X	Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
3.23.1x	Exception- PTP820 doesn't provide way-side service channel.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
3.37 Feed Connection	Exception-TNC connectors		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

ATTACHMENT 5-B Supplement No. 1:

3.39.1	Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73	Exception-not offered		Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section.	7/25/19 Motorola agreed to remove exception
4.5.1	Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs.		Accept, the State will accept the exception with End Of Life Notification being provided in writing and buyer being notified of End Of Life Notification at time of order placement.	7/25/19 Motorola verbally agreed
5.15.12	Motorola does not support DC control		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.2 Panel Wiring/Remote Electronic Circuitry-FPD consoles (a)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed

ATTACHMENT 5-B Supplement No. 1:

5.16.2 Panel Wiring/Remote Electronic Circuitry-FPD consoles (b)	Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
5.16.5 Maintainability (a)	Exception Motorola's CCGWs can support from 1 to 8 channels per module.		Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after.	7/25/19 Motorola verbally agreed
Section 2-B: Commercial Document				
Section 2.1 Contractor Best Pricing	Motorola takes exception to this provision and requires its removal.	Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.	7/25/19 Motorola will send new language to review 8/14/19 Please see below language. Price Guarantee: During the Term of the Agreement and provided Customer is in compliance with all provisions of the Agreement, Motorola asserts its pricing for products and services offered on this Agreement will be consistent with competitively priced products and services for similarly situated state and local customers within the State of Arizona purchasing the same or similar products and services sold in like quantities on substantially similar or comparable terms and conditions. This price guarantee excludes volume discounts, Federal, dealer, and third party distributor pricing.

ATTACHMENT 5-B Supplement No. 3:
Exceptions to Contract Terms & Conditions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response
Section 3-A: Special Terms & Conditions			

ATTACHMENT 5-B Supplement No. 1:

Section 6.1 Contractor Insurance Indemnification Clause	<p>Motorola complies with the general indemnification described in this section subject to removing the words "or intangible" and "arising or recovered under the Worker's Compensation Law".</p>	<p>Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13- 036880.</p>	<p>Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19</p>	<p>8/8/19 Motorola acknowledges receipt of State's response to Attachment 5-A Confidential Information Designation and asserts Motorola insurance policies are its confidential and proprietary information not generally known externally and will cause Motorola harm if released. Motorola will not release copies of its policies.</p>
Section 6.1 Contractor Insurance- Insurance Requirements	<p>Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements</p>	<p>The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSPO13-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola.</p>	<p>Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19 9-6-19 State will discuss during meeting on 9/9/19</p>	<p>9.16.19 Motorola includes its revised Insurance redline as discussed with State on 9.13.19; please see attached redline and comment.</p>
Section 13.1 Applicability	<p>Motorola complies with the language with the removal of the words 'or from others at State's behest.'</p>	<p>It is unclear if Motorola has a contractual relationship with the 3rd party.</p>	<p>Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers.</p>	<p>7/25/19 Motorola verbally agreed 8/8/19 Motorola notes it withdrew based upon this provision may not be applicable to Motorola's scope of work; specific requirement to be addressed with task order.</p>
Section 13.2 Data Protection & Confidentiality	<p>Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitive data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their respective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights.</p>	<p>The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing.</p>	<p>Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined. IP rights will not be transferred</p>	<p>8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.</p>

ATTACHMENT 5-B Supplement No. 1:

Section 13.2.1 Data Protection & Confidentiality	Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal.	Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.
Section 13.2.2 Data Protection & Confidentiality	Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' at the beginning of the statement.	Motorola requests these modifications to be in line with industry standard language.	Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. 7-25-19 - The State accepts the addition "except as required by law"	8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19.
Section 13.3.2 Personally Identifiable Information	Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards.	Motorola asserts it is CJIS compliant.	Rejected, exception not accepted. The State requires that you meet the States requirements at a minimum.	7/21/19 Motorola may be acceptable, State to verify Federal requirements vs State requirements 8/28/19 Motorola verbally accepts 9/10/19 Motorola accepted.
Section 14.3.3 Access Control	Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose.	Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product.	Rejected, exception not accepted.	7/25/19 Motorola verbally agreed 8/8/19 Motorola agrees.
Section 14.4 Pass-through Indemnity	Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity:	Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.	Rejected - Any compromise in wording of the Indemnification clause that reduces protection or shifts liability back to the State of Arizona are in direct violation of A.R.S. § 41-621 and A.R.S. § 35-154. The State cannot accept this exception.	7/25/19 Motorola to review 8/28/19 Motorola conditionally accepts 9/10/19 Motorola agrees to withdraw exception.
Section 14.8.2.b Information Technology Warranty	Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.	As is industry standard, Motorola does not provide a warranty against worms and viruses.	Rejected, exception not accepted. (b) the COTS software will, to the best of its knowledge , at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and	7/25/19 Motorola to review will probably accept 8/8/19 Motorola accepts State's language.

ATTACHMENT 5-B Supplement No. 1:

Section 14.11.2 Cloud Applications	Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system	Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing.	Rejected, exception not accepted. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.	7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.
Section 14.11.3 Cloud Applications	Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).	Motorola requests clarity on what logs are being requested and the proposed regularity of such requests.	Rejected, exception not accepted. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined.	7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order.
Section 15.1 Drug Testing Program	Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results.	Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results.	Rejected, exception not accepted.	7/25/19 Motorola to review 8/8/19 Pursuant to conversation with State on 7/25/19, this provision has limited applicability to DOC and historically Motorola employees have agreed to background checks. Motorola withdraws its exception.
Section 3-B: Uniform Terms & Conditions				
Section 3.1 Books and Records; Audit	Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party.	Motorola considers its internal books and records confidential and proprietary information.	Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any concerns would need to be documented and addressed in Special Terms and Conditions.	6/10/19 Response Motorola acknowledges the State's audit requirements. The statements here are meant to clarify and assert that any Motorola cost information provided be afforded trade secret protections pursuant to AZ law. 8/9/19, Pursuant to conversation on 7/25/19, vendor cost and price data is not required if State elects to audit Motorola's performance.

ATTACHMENT 5-B Supplement No. 1:

Section 3.4 Inspection and Testing	<p>Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times."</p>	<p>Motorola requires sufficient notice of State's intent to inspect Motorola facilities.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response This is a clarification only; Motorola agrees with the State having the contractual right to inspect at its facilities and seeks to outline the parameters of that process 7/25/19 Verbal agreement to remove exception 8/9/19 Motorola concurs.</p>
Section 3.8 Ownership of Intellectual Property	<p>It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract.</p>	<p>Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. If it's not applicable, Offeror shall just ignore this section.</p>	<p>6/10/19 Response Motorola would not be providing any custom development work for the State under this agreement and believes this provision to be non applicable. Would the State please confirm. 8/8/19 Pursuant to 7/25/19 discussion, intellectual property ownership is not contemplated in the agreement.</p>
Section 6.2 Basic Indemnification	<p>Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions.</p>	<p>Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSPO13-036880.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response Motorola proposes that the general indemnity provisions be governed by Subsection 6.1 within the Special Terms and Conditions in lieu of the basic indemnity outlined in the Uniform terms and conditions; this is consistent with ADSPO13-036880. 7/25/19 Verbal agreement to remove exception 8/8/19 Agreed, during the 7/25 conversation, parties agreed if modification need to handle in special T&C</p>

ATTACHMENT 5-B Supplement No. 1:

Section 6.3 Patent and Copyright Indemnification	<p>Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications.</p>	<p>Motorola requests the use of its standard intellectual property infringement indemnities for its solutions.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response Motorola proposes the inclusion of its industry standard IP Infringement Indemnity for its solutions in lieu of the RFP Patent and Copyright Indemnification, which did not appear to be pursuant to State statute. 7/25/19 Verbal agreement to remove exception 8/8/19 Handle in special T&C's</p>
Section 7.2 and 7.3 Conformity and Quality	<p>Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSPO13-036613 and (ii) ADSPO13-036880.</p>	<p>Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions.</p>	<p>6/10/19 Response Motorola is proposing its express warranties which apply to its products and services; these are also consistent with the warranty provisions agreed to in previous contracts ADSPO13-036613 and ADSPO13-036880. 7/25/19 Motorola to compare. Motorola warranty may be exceed requirements. 8/8/19 Motorola accepts, discussion was for clarification.</p>
Section 9.5.3 Termination for Default	<p>Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price.</p>	<p>Motorola proposes the suggested modifications to clarify termination costs to be reasonable.</p>	<p>Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. Please see Uniform Terms and Conditions, Section 8 State's Contractual Remedies the State may choose to use prior to Contract Termination.</p>	<p>6/10/19 Response Motorola complies with the language included in 9.5.3 of the Uniform Terms; its modification here is to specify the replacement materials not exceed the specifications of the materials originally purchased (no upgrades). 7/25/19 Added Section 8 language for clarification 8/9/19 Motorola agrees with State's clarification (addition of Section 8 reference).</p>
5C Insurance Certificate	<p>Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI.</p>		<p>Rejected, exception not accepted. The State provides the following clarification: You have 30 days from award (Agreement) to provide Certificates Of Insurance. Pursuant to Section 3-A: Instructions to Offerors, 3.0 Offer Preparation, 3.6 Insurance, All COI, endorsements, and waivers must be valid, in place and provided via emailed to the Contracts Manager within 30 days after award and before any work commences as called for in Attachment 5-C [Insurance].</p>	<p>6/10/19 Response Motorola has provided its Evidence of Coverage certificate and references its proposed modifications to the RFP insurance provisions in the Special Terms and Conditions. These modifications are based on statutory as well as Motorola's insurance compliance requirements. 8/14/19 Please see attached revised insurance terms.</p>



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6.0 Risk and Liability

6.1 Contractor Insurance

Please see following proposed modifications to the Insurance provisions. Motorola also endorses its Evidence of Coverage certificate.

PART 2 of the Solicitation Documents
Template version 2.0 (01-FEB-2017)

SECTION 2-C: Special Terms and Conditions

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Available online at: Procure.AZ.gov



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Insurance Requirements

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

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

Minimum Scope and Limits of Insurance

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

1. Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$2,000,000

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."



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2. Business Automobile Liability

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

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

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

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

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability) including Technology Errors & Omissions and Network Security (Cyber) and Privacy Liability

- Each Claim \$2,000,000
- Annual Aggregate \$6,000,000

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

The policy shall cover Contractor's professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs Contractor provides under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit monitoring, defense and claims expenses, regulatory defense



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costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption,.

Commercial Crime –including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material and other property of the State caused by theft or forgery, computer fraud or fund transfers by identifiable employees in the following limits:

- \$2,000,000 each claim
- \$5,000,000 annual aggregate

~~The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.~~

~~Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.~~

4. Installation Floater

- Coverage amount is \$____TBD At Award of Contract based on Value_____

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

Comment [DAB1]: 9.16.19 After further consultation with its broker and underwriter, Motorola cannot agree to the inclusion of the Additional Insured endorsement within the Professional Liability Policy. It is however, included within the CGL policy.



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officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

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

The Contractor's policies (excluding the Professional Liability policy) as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

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

Acceptability of Insurers

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

Verification of Coverage

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

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. In the event of a claim from a third party naming the State of Arizona with allegations arising directly out of the products and/or services rendered by Motorola under this contract, the State of Arizona reserves the right to request Motorola as Contractor to provide access to any and all policy(ies) required by the insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Arizona) information before providing access to the policies.

Subcontractors

Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid



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and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time



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throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

Upon 60 days' notice to Contractor, the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action, but will be subject to commercially available terms and conditions on the market place.)

Exceptions

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

Comment [K2]: The State would need to make 60 day's notice to Motorola of any change in the insurance requirements and be subject to commercially available terms and conditions in the marketplace and not result in increased premium charges to Motorola. Otherwise, this paragraph is unacceptable. **8.28.19 Procurement will check with Risk Mgmt, but agreed 60 days was reasonable.**
9/9/19 State can agree with exception of 'result in increased premium to Motorola' which such event might occur due to legislative changes.. if high/ significant premium increase then State may agree to a price increase.
9/12/19 Motorola risk and finance agreed with exclusion of 'increased premium charges to Motorola' and includes the 60 days' notice and available marketplace conditions in this revision.
9.13.19 State will double check with risk mgmt; tentatively accept, State to confirm.

Motorola Solutions, Inc.

**Change Log to State of Arizona – Additional Provisions-Supplemental Terms –
ADSPO19-00008376**

The following are changes that Motorola Solutions, Inc. is submitting to our original proposal submitted on September 4, 2018.

Attachment A

For purposes of showing precedence and the parties' past course of doing business, Solicitations # ADSPO13-036880 and ADSPO13-036613, which are the current contracts between the Parties for similar products, contain Additional Provisions for limitation of liability, warranty and the inclusion of Motorola's Software License Agreement. With this in mind, Motorola proposes for the State's consideration the inclusion of the following items:

Section 1:

1.1 EQUIPMENT WARRANTY. During the Warranty Period established in the State of Arizona contract resulting from ADSPO19-00008376, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

1.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 1 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

1.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

1.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for

the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

1.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

1.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

"Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, the applicable category warranty period defined in the State of Arizona ADSPO19-00008376.

Section 2 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement and to the extent permitted by State of Arizona law. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

Section 3 Intentionally Deleted. PATENT AND COPYRIGHT INFRINGEMENT.

~~Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.~~

~~If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.~~

~~Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the~~

~~combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.~~

~~This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in Motorola's Limitation of Liability.~~

Attachment B. SOFTWARE LICENCE AGREEMENT: For the purposes of showing precedence and the parties past course of doing business, in the Arizona Department of Transportation Solicitation # T11-43-00008 contract dated September 2, 2010, the State of Arizona's Attorney General agreed to an additional provision that provided for licensing of software in accordance with Motorola's Software License Agreement, which was contemplated in ADSPO [13-036880](#). With this in mind, Motorola's Software License Agreement is attached and proposed for inclusion in this contract.

Attachment B

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the purchaser of products containing Motorola software under the State of Arizona's Agreement [from RFP ADSPO19-00008376](#) ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create

derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola

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6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

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Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the

United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

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13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



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Notice of Award-Dispatch Console and Deskset System

Contract Opportunities

Notice ID: FA4800-24-Q-A065

This is a Notice of Award, in which the Department of the Air Force awarded a non-competitive contract to Motorola Solutions Inc. in accordance

...

Awardee
MOTOROLA SOLUTIONS, INC.

Unique Entity ID
HFK9V1G2B513

Notice Type
Original Award Notice

Updated Date
Jul 19, 2024

Published Date
Jul 19, 2024

Department/Ind.Agency
DEPT OF DEFENSE

Subtier
DEPT OF THE AIR FORCE

Office
FA4800 633 CONS PKP

Notice of Intent to Award Sole Source to Motorola Solutions, Inc. APX 8000

Contract Opportunities

Notice ID:**NOTICE OF INTENT TO SOLE SOURCE TO MOTOROLA SOLUTIONS, INC. - APX 8000**

Current Response Date
July 25, 2024 at 11:00 AM MST

Notice Type
Original Special Notice

Updated Date
Jul 10, 2024

Published Date
Jul 10, 2024

Action Code: Notice of Inte

...

Department/Ind.Agency
ENERGY, DEPARTMENT OF

Subtier
ENERGY, DEPARTMENT OF

Office
**HEADQUARTERS
PROCUREMENT SERVICES**

Motorola Solutions, Inc. Active Registration

Entity

Unique Entity ID
G2LUXP8ND8U6

CAGE Code
7H229

Physical Address
**500 W MONROE ST FL 44,
CHICAGO, IL 60661 USA**

Expiration Date
Jan 25, 2025

Purpose of Registration
All Awards

MOTOROLA SOLUTIONS CONNECTIVITY, INC. Active Registration

Entity

Unique Entity ID
KHTDDZHHW8L7

CAGE Code
56842

Physical Address
**500, W. MONROE STREET,
CHICAGO, IL 60661 USA**

Expiration Date
Jan 22, 2025

Purpose of Registration
All Awards

MOTOROLA SOLUTIONS, INC. Active Registration

Entity

Unique Entity ID
HFK9V1G2B513

CAGE Code
7XJC0

Physical Address
**809 PINNACLE DR STE G,
LINTHICUM HEIGHTS, MD
21090 USA**

Expiration Date
Jan 3, 2025

Purpose of Registration
All Awards

MOTOROLA SOLUTIONS, INC. Active Registration

Entity

Unique Entity ID
HFK9V1G2B513

CAGE Code
7XJC1

Physical Address
**809 PINNACLE DR STE G,
LINTHICUM HEIGHTS, MD
21090 USA**

Expiration Date
Jan 3, 2025

Purpose of Registration
All Awards

MOTOROLA SOLUTIONS, INC. Active Registration

Entity

Unique Entity ID
HFK9V1G2B513

CAGE Code
78205

Physical Address
**809 PINNACLE DR STE G,
LINTHICUM HEIGHTS, MD
21090 USA**

Expiration Date
Jan 3, 2025

Purpose of Registration

POLARIS NETWORKS INC Active RegistrationUnique Entity ID
GT6XGMABF518CAGE Code
783M3Physical Address
500 W MONROE ST, FL 44,
CHICAGO, IL 60661 USA

Entity

Expiration Date
Dec 3, 2024Purpose of Registration
All Awards**MOTOROLA SOLUTIONS INC** Active RegistrationUnique Entity ID
MSJ4JJEFNDE6CAGE Code
6H7Z2Physical Address
2216 GALVIN DR, ELGIN, IL
60124 USA

Entity

Expiration Date
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Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

252446

This number must appear on all documents pertaining to this order.

PO Date: 7/23/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132	LIBRARY/DISTRICT 92 W BUTTE AVE FLORENCE AZ 85132	BAKER & TAYLOR BOOKS PO BOX 277930 ATLANTA GA 30384-7930
Or		
email invoice to: FinancialInvoices@pinal.gov		
Phone: 800 - 775-7930 Fax: -		
Confirming to:		
Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 7/23/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination	

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity City of Peoria
Contract Number ACON01322A
Contract Expiry 1/31/2025

Reference: Vendor Contact: jean.johnson@baker-taylor.com 800-775-7930

Department Contact: Sandra Offt Sandra.offt@pinal.gov

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		BPO - Books for Countywide Libraries	\$0.00	\$125,000.00
2		LS		BPO - Books for AZ City Library	\$0.00	\$25,000.00
3		LS		BPO - Books for STV Library	\$0.00	\$35,000.00

Total Order : \$185,000.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



City of Peoria

**FINANCE DEPARTMENT
MATERIALS MANAGEMENT**

CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

CONTRACT DETAILS

New Contract

Amendment

Extension

Other:

Purchasing Job Number: P22-0029A

Buyer Name: Mark Brown / DG

Vendor / Contractor: Baker & Taylor, LLC

Contract Title: Library Materials and Services

Description: Extension one (1) of three (3).

Start Date: 02/01/2024

End Date: 01/31/2025

Term Contract?

No

Yes

Final Expiration: 01/31/2027

FINANCIAL DETAILS

City Department: Arts, Cultural and Library Services Department Rep: Kathleen Wade

Budget Account #:

CIP#:

A. This document amount: \$

B. Total of all previous executed amounts for this contract: \$

C. Total Contract Amount: \$

APPROVALS

Council Approval Required?: No Yes: Council Date:

Special Instructions: Master contract and extensions can be found:

<https://peoriaaz.bonfirehub.com/contracts/100644/documents>
(Copy and Paste link)

Department Manager: _____ Risk Manager: _____

Department Director: *Marylou Stephens* City Manager: _____

Deputy City Manager: _____ City Attorney: *Emily Jurnau* _____

Materials Manager: *Christine Finney* City Clerk: *Agnes Goodwine* _____

CONTRACT NUMBER: ACON01322A REFERENCE DOCUMENT(S): _____



CONTRACT AMENDMENT

Solicitation No: P22-0029 (A) Page 1 of 1

Description: Library Materials and Processing

Amendment No: One (1) Date: 12/14/2023

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Mark Brown / DG

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on **01/31/2024** and is hereby extended. **Extension once (1) of three (3).**

The New Contract Term is: **02/01/2024 to 01/31/2025**

A copy of the current or renewal Certificate of Insurance must be provided at the time of extension signature.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<i>Jennifer Rhyne</i> Signature	1/5/24 09:54 MST Date	Jennifer Rhyne, Director, Pricing Services Typed Name and Title	Baker & Taylor, LLC Company Name
2810 Coliseum Centre Drive, Suite 300 Address		Charlotte City	NC State 28217 Zip

Attested by:

Agnes Goodwine
Agnes Goodwine, City Clerk

CC Number

ACON01322A
Contract Number



City Seal
Copyright 2003
City of Peoria, Arizona

Marylou Stephens
Director: Marylou Stephens

Kathleen M. Wade
Department Rep: Kathleen Wade, Library Systems
Administrator

Approved as to Form:

Emily Jurmu
Emily Jurmu, City Attorney

The above referenced Contract Amendment is hereby
Executed:

01-11-2024 at Peoria, Arizona

Christine Finney
Christine Finney, Materials Manager

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PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number

170538

Req. Date: 7/1/2024
Page: 1 of 2

Department Contact:	Ship to:	Supplier:
MAACK, STEPHANIE I Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/HIGHWAY	PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	SANDERSON FORD PO BOX 1407 GLENDALE AZ 85301-1407 Phone: 623 - 842-8600 Fax: -

Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 7/1/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
--	--

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR059316
Contract Expiry 3/16/2025

Reference: Vendor Contact: Dave Harris Dharris@sandersonford.com
 Department Contact: Jim Stalter | Jim. Stalter@pinal.gov | (520)866-7037 Cynthia Valencia | Cynthia.Valencia@pinal.gov | (520)866-6503 | Stephanie Maack (520)866-6503 Stephanie.maack@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	4.00	EA		2 24 Ford F550 XL Crew Cab Cha 4x4 203"wb/84"ca	\$62,680.00	\$250,720.00
2.00	4.00	EA		6.?L VB Diesel	\$9,995.00	\$39,980.00
3.00	4.00	EA		40/20/40 Clot Split Bench	\$0.00	
4.00	4.00	EA		AZ. Window Tint Film	\$0.00	
5.00	4.00	EA		4 Key Fobs	\$0.00	
6.00	4.00	EA		PowerWindow/Locks/Mirrors/Cruis Control/Elec Brk Cntrl	\$0.00	
7.00	4.00	EA		AM/FM radio with Bluetooth	\$0.00	
8.00	4.00	EA		Max 19,500 lbs GVWR pkg	\$1,155.00	\$4,620.00
9.00	4.00	EA		4.30 Ltd Slip Differential (required w/68M)	\$395.00	\$1,580.00
10.00	4.00	EA		Rear Camera Prep Kit	\$415.00	\$1,660.00
11.00	4.00	EA		Platform Running Boards	\$445.00	\$1,780.00
12.00	4.00	EA		Engine Block Heater	\$190.00	\$760.00
13.00	4.00	EA		Hi Capacity Trl Tow	\$580.00	\$2,320.00
14.00	4.00	EA		Skid Plates	\$100.00	\$400.00
15.00	4.00	EA		Snow Plow Prep	\$250.00	\$1,000.00

Req. Number
170538

Req Date: 7/1/2024
Page: 2 of 2

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
16.00	4.00	EA		Spare Tire Wheel	\$350.00	\$1,400.00
17.00	4.00	EA		State Contract Discount 4%	(\$3,062.00)	(\$12,248.00)
18.00	4.00	EA		Drake Equipment 10' (2yd) Dump Tarp/Lights/Hitch - Quote 7625	\$17,081.00	\$68,324.00
19.00	4.00	EA		Sales Tax 8.5%	\$7,698.79	\$30,795.16
20.00	4.00	EA		Tire Tax	\$6.00	\$24.00

Total Order: \$393,115.16

Contract Amendment Summary

CONTRACTOR: Don Sanderson Ford	AMENDMENT NO.: Two (2)
DESCRIPTION: CTR059316 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.
2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.
3. All other terms, conditions and provisions of this contract remain unchanged.

Forced Labor of Ethnic Uyghurs Ban

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

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

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

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

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

<input checked="" type="checkbox"/>	The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: <ul style="list-style-type: none"> • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
<input type="checkbox"/>	The Company submitting this Offer <u>does</u> participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
Exempt Contractor. Indicate which of the following statements applies to this Contractor (may be more than one): <input type="checkbox"/> Contractor is a sole proprietorship; <input type="checkbox"/> Contractor has fewer than ten (10) employees; and/or <input type="checkbox"/> Contractor is a non-profit organization.	

Don Sanderson Ford, Inc.
Company Name
6400 N. 51ST Ave
Address
Glendale, AZ 85301
City State Zip


Signature of Person Authorized to Sign
DAVE HARRIS
Printed Name
Government Sales Manager
Title
11-2-2023
Date



Government Fleet Sales Managers

Dave Harris	(623) 930-5961	dharris@sandersonford.com
Marty Tritschler	(623) 930-5963	rfowler@sandersonford.com
Jerry Becker	(623) 842-8795	jbecker@sandersonford.com
Christine Fortune		

Department Fax: (623) 930-5966

Date: 5/17/2024

Customer: Pinal County (J. Stalter)

FAX:

Vehicle Description: 2024 Ford F550 XL Crew Cab Chassis 4x4 203"wb/84"ca (W5H)

*****##### State of AZ Vehicle Procurement Contract (Factory Order)

Upgrade Options:

		Base Price:	\$62,680.00
1.	6.7L V8 Diesel	(99T)	\$9,995.00
2.	40/20/40 Cloth Split Bench		incl
3.	AZ Window Tint Film	(dealer)	incl
4.	4 Key Fobs	(dealer)	incl
5.	Power Window/Locks/Mirrors/Cruise Control/Elec Brk Cntrl		standard
6.	AM/FM radio with Bluetooth		standard
7.	Max 19,500lbs GVWR pkg	(68M)	\$1,155.00
8.	4.30 Ltd Slip Differential (required w/68M)	(X4L)	\$395.00
9.	Rear Camera Prep Kit	(872)	\$415.00
10.	Platform Running Boards	(18B)	\$445.00
11.	Engine Block Heater	(41H)	\$190.00
12.	Hi Capacity Trlr Tow (required with 68M)	(535)	\$580.00
13.	Skid Plates	(41P)	\$100.00
14.	Snow Plow Prep	(473)	\$250.00
15.	Spare Tire Wheel	(512)	\$350.00
16.	State Contract Discount 4%		-\$3,062.00
17.	Drake Equipment 10' (2yd) Dump with Tarp/Lights/Hitch quote 76256		\$17,081.00

Upgrade Options Total: \$27,894.00

Bid Price (w/options): \$90,574.00

Sales Tax (8.5%): \$7,698.79

Tire Tax: \$6.00

Ford Extended Service Plan:

Total Delivered Price: \$98,278.79



DON SANDERSON FORD, INC

Unique Entity ID XCEXLVKJKPU5	CAGE / NCAGE 5ANF2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 4, 2025	
Physical Address 6400 N 51ST AVE Glendale, Arizona 85301-4617 United States	Mailing Address 6400 N 51ST AVE Glendale, Arizona 85301-4600 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 03	State / Country of Incorporation Arizona / United States	URL http://www.sandersonford.com

Registration Dates

Activation Date Apr 8, 2024	Submission Date Apr 4, 2024	Initial Registration Date Jan 19, 2009
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date May 1, 1955	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	5ANF2

Points of Contact**Electronic Business**

♀ Sheri Harris	PO Box 1407 Glendale, Arizona 85311 United States
Tom Duenkel, Parts and Service Director	PO Box 1407 Glendale, Arizona 85311 United States

Government Business

♀ Sheri Harris	PO Box 1407 Glendale, Arizona 85311 United States
Tom Duenkel, Parts and Service Director	PO Box 1407 Glendale, Arizona 85311 United States

Past Performance

♀ Sheri Harris, Chief Account	PO Box 1407 Glendale, Arizona 85311 United States
Tom Duenkel, Parts and Service Director	PO Box 1407 Glendale, Arizona 85311 United States

Service Classifications**NAICS Codes**

Primary Yes	NAICS Codes 423120 423110 811111 811121 811191 811198	NAICS Title Motor Vehicle Supplies And New Parts Merchant Wholesalers Automobile And Other Motor Vehicle Merchant Wholesalers General Automotive Repair Automotive Body, Paint, And Interior Repair And Maintenance Automotive Oil Change And Lubrication Shops All Other Automotive Repair And Maintenance
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Product and Service Codes

PSC 2310 2815 J023	PSC Name Passenger Motor Vehicles Diesel Engines And Components Maintenance, Repair, And Rebuilding Of Equipment- Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles
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Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States

Counties

Metropolitan Statistical Areas

Metrop.
(blank)



Purchase Requisition

Req. Number

171077

Req. Date: 7/23/2024
Page: 1 of 1

Department Contact:	Ship to:	Supplier:
HUDSON, NICOLE M Phone: - Branch Plant: IT-EXECUTIVE MANAGEMENT Fund Source: GENERAL FUND	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	DELL COMPUTER COMPANY PO BOX 802816 CHICAGO IL 60680-2816 Phone: 800 - 336-2891 Fax: 512 - 283-6904

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/23/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	--

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR068890
Contract Expiry 6/30/2025

Reference: Quote: 3000177787263.1

Department Contact: Chris Combs chris.combs@pinal.gov | ITAdmins@pinal.gov 520-866-6650

Vendor Contact: Cecilia Hasdorf 800-456-3355 cecilia_hasdorff@dell.com

ALL SOFTWARE LICENSES MUST BE EMAILED TO: ITLICENSES@PINAL.GOV

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	16.00	EA		Precision 3460 Small Form	\$1,650.00	\$26,400.00
2.00	184.00	EA		OptiPlex Small Form Factor	\$1,125.00	\$207,000.00
3.00		LS		Sales Tax	\$0.00	\$16,857.40

Total Order: \$250,257.40

From: Hasdorff, Cecilia <Cecilia_Hasdorff@Dell.com>
Sent: Tuesday, June 11, 2024 1:23 PM
To: rodney.banks@pinal.gov; Hasdorff, Cecilia
Subject: Your Dell Quote 3000177787263.1



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout
before the quote expires on **Jul. 11, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000177787263.1	Sales Rep	Cecilia Hasdorff
Total	\$250,257.40	Phone	(800) 456-3355, 6178085
Customer #	115374264	Email	Cecilia_Hasdorff@Dell.com
Quoted On	Jun. 11, 2024	Billing To	PAYABLE ACCTS
Expires by	Jul. 11, 2024		PINAL COUNTY FINANCE
Contract Name	Dell NASPO Computer Equipment PA - Arizona		DEPT
Contract Code	C000001124007		PO BOX 1348
Customer Agreement #	23026 / CTR068890		FLORENCE, AZ 85132-
Deal ID	24752360		3027

Message from your Sales Rep

If you need anything Dell related, have any questions, or are ready to place an order,
please contact me directly at (512) 513-8527. Thank you for shopping with Dell!

Regards,
Cecilia Hasdorff

Product	Unit Price	Quantity	Subtotal
Precision 3460 Small Form Factor	\$1,650.00	16	\$26,400.00

OptiPlex Small Form Factor (7020)	\$1,125.00	184	\$207,000.00
Subtotal:	\$233,400.00		
Shipping:	\$0.00		
Non-Taxable Amount:	\$39,636.16		
Taxable Amount:	\$193,763.84		
Estimated Tax:	\$16,857.40		
		Total:	\$250,257.40



Shipping Group Details

Shipping To	Shipping Method
RECV DEPT PINAL COUNTY FINANCE DEPT 75 N MAIN ST, IT RECV BLDG INFORMATION TECHNOLOGY DEPT FLORENCE, AZ 85132 (520) 866-6223	Standard Delivery

Precision 3460 Small Form Factor Unit Price Quantity Subtotal
\$1,650.00 16 \$26,400.00

Estimated delivery if purchased today:

Jun. 26, 2024

Contract # C000001124007

Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3460 SFF CTO BASE	210-BCTU	-	16	-
Windows 11 Pro, English, French, Spanish	619-AQCE	-	16	-
Intel Corei9 14th Gen 14900 (36 MB cache, 24 cores, 32 threads, 2.0 GHz to 5.8 GHz, 65W)	338-CPNV	-	16	-
HEATSINK for 65W CPU	412-AAZQ	-	16	-
Intel Management Engine with vPro	631-ADHJ	-	16	-
Intel Rapid Storage Technology Driver, Precision 3460	409-BCWM	-	16	-
32 GB: 2 x 16 GB, DDR5, 5600MT/s, SO-DIMM, non-ECC	370-BBXV	-	16	-
NVIDIA T1000, 4 GB GDDR6, low profile, 4 mDP to DP adapters	490-BHJI	-	16	-

C1 SSD Boot + SSD	449-BBYR	-	16	-
Integrated Intel SATA Controller	403-BBCE	-	16	-
1TB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQO	-	16	-
Thermal Pad for 3460 SFF SSD	412-AAZZ	-	16	-
No Hard Drive	400-AKZR	-	16	-
No Hard Drive	400-AKZR	-	16	-
No Hard Drive	400-AKZR	-	16	-
No Hard Drive	400-AKZR	-	16	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	16	-
Bezel ODD	429-ABKH	-	16	-
CMS Essentials DVD no Media	658-BBTW	-	16	-
No SATA RAID	780-BBCJ	-	16	-
Precision 3460 SFF with 300W (80 Plus Platinum) PSU, RPL-R compatible	321-BKYG	-	16	-
No Media Card Reader	385-BBBL	-	16	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	16	-
Internal Wi-Fi Antenna	555-BHHG	-	16	-
Intel Wi-Fi 6/6E (6GHz) AX211 2x2 Bluetooth 5.3 Wireless Card	555-BHHI	-	16	-
Dell KB216 Wired Keyboard English	580-ADJC	-	16	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	16	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	16	-
ENERGY STAR Qualified	387-BBLW	-	16	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	16	-
Dell Precision TPM	340-ACBY	-	16	-
WLAN Intel AX211 wireless card driver	555-BHPO	-	16	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	16	-
Quick Setup Guide, Precision 3460	340-CYUT	-	16	-
Shipping Material (DAO)	340-CBUU	-	16	-
Shipping Material	340-CQYR	-	16	-
Precision 3460 Plat Reg Label DAO	389-ECXZ	-	16	-
Intel Core i9 vPro Enterprise Processor Label	389-EDDS	-	16	-

Internal Speaker	520-AARD	-	16	-
Additional Software	658-BFRV	-	16	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	16	-
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	634-CCLH	-	16	-
Custom Configuration	817-BBBB	-	16	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	16	-
Onsite/In-Home Service After Remote Diagnosis 5 Years	997-2813	-	16	-

Unit Price Quantity Subtotal
\$1,125.00 184 \$207,000.00

OptiPlex Small Form Factor (7020)

Estimated delivery if purchased today:

Jun. 27, 2024

Contract # C000001124007

Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor 7020	210-BKWK	-	184	-
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	184	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	184	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	184	-
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	634-CCLH	-	184	-
32 GB: 1 x 32 GB, DDR5	370-BBPW	-	184	-
M.2 2230 512GB PCIe NVMe SSD Class 35	400-BQSB	-	184	-
M.2 22x30 Thermal Pad	412-AAQT	-	184	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	184	-
Intel Integrated Graphics	490-BBFG	-	184	-
OptiPlex SFF with 180W Bronze Power Supply	329-BJWG	-	184	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	184	-
DVD+/-RW Bezel	325-BDSG	-	184	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	184	-
CyberLink Media Essentials for Windows	430-XYIX	-	184	-
External Antenna	555-BHDW	-	184	-
Intel(R) AX210 Wi-Fi 6E 2x2 and Bluetooth	555-BHGJ	-	184	-
Wireless Driver, Intel Wi-Fi 6E AX210 2x2 and Bluetooth wireless card	555-BKJG	-	184	-

Optional DisplayPort	382-BBKE	-	184	-
Dell KB216 Wired Keyboard English	580-ADJC	-	184	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	184	-
No Cover Selected	325-BCZQ	-	184	-
Dell Additional Software	634-CHFP	-	184	-
ENERGY STAR Qualified	387-BBLW	-	184	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	184	-
Watch Dog SRV	379-BFMR	-	184	-
Quick Start Guide, OptiPlex SFF	340-DMJB	-	184	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	184	-
Shipping Material	340-CQYR	-	184	-
Shipping Label	389-BBUU	-	184	-
Regulatory Label for OptiPlex SFF 180W PSU	389-FFZH	-	184	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	184	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	184	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	184	-
Desktop BTO Standard shipment	800-BBIO	-	184	-
Chassis Intrusion Switch	461-AAJL	-	184	-
No Additional Add In Cards	382-BBHX	-	184	-
Internal Speaker	520-AARD	-	184	-
Intel vPro® Enterprise	631-BBQN	-	184	-
Custom Configuration	817-BBBB	-	184	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	184	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	184	-
ProSupport Plus: Accidental Damage Service, 5 Years	803-8777	-	184	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	803-8805	-	184	-
ProSupport Plus: Next Business Day Onsite, 5 Years	803-8833	-	184	-
ProSupport Plus: 7x24 Technical Support, 5 Years	803-8889	-	184	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	184	-

Subtotal:	\$233,400.00
Shipping:	\$0.00
Estimated Tax:	\$16,857.40
Total:	\$250,257.40

CONNECT WITH DELL:



BROWSE MORE OPTIONS:

IT Transformation	Laptops	Desktops
Servers & Storage	2-in-1's	Electronics & Accessories
Financing Options	Dell Services	Dell Support
Subscription Center	Events	Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part

of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



Contract Amendment

CONTRACT NO.: CTR068890

Computer Equipment, Peripherals & Related Services

AMENDMENT NO.: One (1)

AZ DEPT. OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 N. 15TH AVE., STE. 402

Phoenix, AZ 85007

PAGE
1OF
1**CONTRACTOR:**

Dell Marketing
One Dell Way, Mailstop RR 1-33
Round Rock, TX 78682

CONTACT: Ashley Salinas**PHONE:** (512) 542-1237**EMAIL:** a.salinas@dell.com**STATE AGENCY:**

AZ Department of Administration (ADOA)

State Procurement Office
1802 West Jackson Street Number 100
Phoenix, AZ 85007

CONTACT: Eric Bell**PHONE:** (602) 542-8921**EMAIL:** eric.bell@azdoa.gov**Computer Hardware and Support**

Pursuant to Uniform Terms and Conditions, Paragraph 5.1, Amendments, the above referenced contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3.7 Additional Names, the following Subcontractors shall be added to this Contract:
 1. CDW
 2. SHI International Corp
 3. Sterling Computers Corp
 4. The ReDesign Group
 5. Advanced Network Management INC
 6. Ahead, Inc.
 7. Insight Corp
 8. Red8
 9. Sentinel
 10. World Wide Technology, LLC

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND
UNDERSTANDING OF THE ABOVE AMENDMENT.THE ABOVE REFERENCED CONTRACT AMENDMENT IS
HEREBY EXECUTED THIS DATE BY THE STATE.

14/03/2024

3/18/2024

SIGNATURE

DATE

Ana Pitti
Paralegal Senior Analyst
PRINTED/TYPED NAME AND TITLE

SIGNATURE

DATE

Eric Bell
State Procurement Manager



Important Reps and Certs Update [Show Details](#)
Mar 1, 2024



[See All Alerts](#)

Planned Maintenance Schedule [Show Details](#)
May 21, 2024



Home Search Data Bank Data Services Help

Search

All Words

e.g. 1606N020Q02

Search Results

Saved Searches



Select Domain
Entity Information



[All Entity Information](#)

Entities

[Disaster Response Registry](#)

[Responsibility / Qualification](#)

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- Any Words [\(i\)](#)
- All Words [\(i\)](#)
- Exact Phrase [\(i\)](#)

e.g. 123456789, Smith Corp

"dell computer company" [X](#)

dell [X](#)

Entity [▼](#)

Location

Status

 Active InactiveReset 

Sort by

Showing 1 - 9 of 9 results

ATEAM SOLUTION SERVICES LLC Active Registration

Unique Entity ID FK3ZQYWJRUB7 CAGE Code 80X92 Physical Address 15800 PINES BLVD, STE 300, PEMBROKE PINES, FL 33027 USA

Entity
Expiration Date
Jul 23, 2024

Purpose of Registration
All Awards

LANTERN UNMANNED AUTONOMOUS SYSTEMS LLC Active Registration

Unique Entity ID RRL8BK6BAN23 CAGE Code 88NR8 Physical Address 2807 RAE DELL AVE, AUSTIN, TX 78704 USA

Entity
Expiration Date
Jan 21, 2025

Purpose of Registration
All Awards

GLOBAL PRECISION IMAGING, LLC Active Registration

Unique Entity ID MGHYCNC3F7J5 CAGE Code 8GN37 Physical Address 5065 ALLATOONA GTWY, ACWORTH, GA 30101 USA

Entity
Expiration Date
Mar 15, 2025

Purpose of Registration
All Awards

CONNECTINC GLOBAL MANAGEMENT LLC Active Registration

Unique Entity ID HY9BNF8Y3TM3 CAGE Code 6XPT0 Physical Address 160 CLAREMONT AVE, STE 200, DECATUR, GA 30030 USA

Entity
Expiration Date
Aug 31, 2024

Purpose of Registration
All Awards

NETWARESECURE LIMITED LIABILITY COMPANY Active Registration

Unique Entity ID YY59HLW91NV1 CAGE Code 9MTQ7 Physical Address 8000 AVALON BLVD STE 100, ALPHARETTA, GA 30009 USA

Entity
Expiration Date
Feb 9, 2025

Purpose of Registration
All Awards

J IV ENTERPRISES LLC Active Registration

Unique Entity ID JWH1L9JQJYU5 CAGE Code 9F0W1 Physical Address 2232 DELL RANGE BLVD, STE 318, CHEYENNE, WY 82009 USA

Entity
Expiration Date
Oct 15, 2024

Purpose of Registration
All Awards

L&M Solutions, L.L.C. Active Registration

Unique Entity ID QJ8MUUWAGWS7 CAGE Code 9TPD6 Physical Address 6984 SILENT DELL LN, COLUMBIA, MD 21044 USA

Entity
Expiration Date
Apr 4, 2025

Purpose of Registration
All Awards

Unique Entity ID
QQCKK6R6W491CAGE Code
8BUG4Physical Address
2232 DELL RANGE BLVD
STE 248, CHEYENNE, WY
82009 USAExpiration Date
Jan 2, 2025Purpose of Registration
All AwardsUnique Entity ID
ULQZDWEKDJL8CAGE Code
8DJD1Physical Address
2232 DELL RANGE BLVD, #
248, CHEYENNE, WY 82009
USAExpiration Date
Oct 1, 2024Purpose of Registration
All Awards

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Results per page

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This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.





Purchase Requisition

Req. Number

171100

Req. Date: 7/18/2024
Page: 1 of 1

Department Contact:	Ship to:	Supplier:
HUDSON, NICOLE M Phone: - Branch Plant: IT-EXECUTIVE MANAGEMENT Fund Source: COUNTY WIDE COMPUTER PROJECT	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	DELL COMPUTER COMPANY PO BOX 802816 CHICAGO IL 60680-2816 Phone: 800 - 336-2891 Fax: 512 - 283-6904

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/18/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	--

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR068890
Contract Expiry 6/30/2025

Reference: Quote: 3000178898880.1

Department Contact: Mark McRoberts 520-866-6257 mark.mcroberts@pinal.gov | ITAdmins@pinal.gov

Vendor Contact: Cecilia Hasdorff Cecilia_Hasdorff@Dell.com 1-800-456-3355 ext. 6178085

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	400.00	EA		OptiPlex Small Form Factor Plus 7020	\$1,250.00	\$500,000.00
2.00	LS			Sales Tax	\$0.00	\$33,783.25

Total Order: \$533,783.25



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 09, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote No.	3000178898880.1	Sales Rep	Cecilia Hasdorff
Total	\$533,783.25	Phone	(800) 456-3355, 6178085
Customer #	74061424	Email	Cecilia_Hasdorff@Dell.com
Quoted On	Jul. 10, 2024	Billing To	PAYABLE ACCTS
Expires by	Aug. 09, 2024		PINAL COUNTY FINANCE DEPT
Contract Name	Dell NASPO Computer Equipment PA - Arizona		PO BOX 1348
Contract Code	C000001124007		FLORENCE, AZ 85132-3027
Customer Agreement #	23026 / CTR068890		
Deal ID	24752360		

Message from your Sales Rep

If you need anything Dell related, have any questions, or are ready to place an order, please contact me directly at (512) 513-8527. Thank you for shopping with Dell!!

Regards,
Cecilia Hasdorff

Shipping Group

Shipping To	Shipping Method
RODNEY BANKS PINAL COUNTY IT 75 NORTH MAIN ST FLORENCE, AZ 85132 (520) 866-6630	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7020)	\$1,250.00	400	\$500,000.00

Subtotal:	\$500,000.00
Shipping:	\$0.00
Non-Taxable Amount:	\$111,688.00
Taxable Amount:	\$388,312.00
Estimated Tax:	\$33,783.25
Total:	\$533,783.25

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Shipping Group Details

Shipping To	Shipping Method
RODNEY BANKS PINAL COUNTY IT 75 NORTH MAIN ST FLORENCE, AZ 85132 (520) 866-6630	Standard Delivery

		Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7020)		\$1,250.00	400	\$500,000.00
Estimated delivery if purchased today:				
Jul. 26, 2024				
Contract # C000001124007				
Customer Agreement # 23026 / CTR068890				
Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor Plus 7020	210-BKWN	-	400	-
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	400	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	400	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	400	-
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	634-CCLH	-	400	-
32 GB: 1 x 32 GB, DDR5	370-BBPW	-	400	-
M.2 2230 512GB PCIe NVMe SSD Class 35	400-BQSB	-	400	-
M.2 22x30 Thermal Pad	412-AAQT	-	400	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	400	-
NO RAID	817-BBBN	-	400	-
Intel Integrated Graphics	490-BBFG	-	400	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BJWJ	-	400	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	400	-
No Optical Drive	429-ABKF	-	400	-
CMS Software not included	632-BBBJ	-	400	-
No Media Card Reader	379-BBHM	-	400	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BHDU	-	400	-
External Antenna	555-BHDW	-	400	-
Wireless Driver, Intel Wi-Fi 6E AX211 2x2 and Bluetooth wireless card	555-BKJK	-	400	-
Optional DisplayPort	382-BBKE	-	400	-
No Keyboard Selected	580-AABG	-	400	-
No Mouse Selected	570-AAAF	-	400	-
No Cover Selected	325-BCZQ	-	400	-
Dell Additional Software	634-CHFP	-	400	-
ENERGY STAR Qualified	387-BBLW	-	400	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	400	-
Watch Dog SRV	379-BFMR	-	400	-
Quick Start Guide, OptiPlex SFF Plus	340-DMJC	-	400	-

Trusted Platform Module (Discrete TPM Enabled)	329-BB JL	-	400	-
Shipping Material	340-CQYR	-	400	-
Shipping Label	389-BBUU	-	400	-
Regulatory Label for OptiPlex SFF Plus PSU DAO	389-FFZD	-	400	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	400	-
Intel Core i5 Processor Label	340-CUEW	-	400	-
Desktop BTO Standard shipment	800-BBIO	-	400	-
No Additional Add In Cards	382-BBHX	-	400	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	400	-
Custom Configuration	817-BBBB	-	400	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	400	-
Internal Speaker	520-AARD	-	400	-
No vPro® support	631-BBQQ	-	400	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	400	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	400	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	400	-
ProSupport Plus: Next Business Day Onsite 5 Years	812-3940	-	400	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	400	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	400	-

Subtotal:	\$500,000.00
Shipping:	\$0.00
Estimated Tax:	\$33,783.25
Total:	\$533,783.25

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Contract Amendment

CONTRACT NO.: CTR068890

Computer Equipment, Peripherals & Related Services

AMENDMENT NO.: One (1)

AZ DEPT. OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 N. 15TH AVE., STE. 402

Phoenix, AZ 85007

PAGE
1OF
1**CONTRACTOR:**

Dell Marketing
One Dell Way, Mailstop RR 1-33
Round Rock, TX 78682

CONTACT: Ashley Salinas**PHONE:** (512) 542-1237**EMAIL:** a.salinas@dell.com**STATE AGENCY:**

AZ Department of Administration (ADOA)

State Procurement Office
1802 West Jackson Street Number 100
Phoenix, AZ 85007

CONTACT: Eric Bell**PHONE:** (602) 542-8921**EMAIL:** eric.bell@azdoa.gov**Computer Hardware and Support**

Pursuant to Uniform Terms and Conditions, Paragraph 5.1, Amendments, the above referenced contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3.7 Additional Names, the following Subcontractors shall be added to this Contract:
 1. CDW
 2. SHI International Corp
 3. Sterling Computers Corp
 4. The ReDesign Group
 5. Advanced Network Management INC
 6. Ahead, Inc.
 7. Insight Corp
 8. Red8
 9. Sentinel
 10. World Wide Technology, LLC

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND
UNDERSTANDING OF THE ABOVE AMENDMENT.THE ABOVE REFERENCED CONTRACT AMENDMENT IS
HEREBY EXECUTED THIS DATE BY THE STATE.

14/03/2024

3/18/2024

SIGNATURE

DATE

Ana Pitti
Paralegal Senior Analyst
PRINTED/TYPED NAME AND TITLE

SIGNATURE

DATE

Eric Bell
State Procurement Manager



Important Reps and Certs Update [Show Details](#)
Mar 1, 2024



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dell [X](#)

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Location

Status

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ATEAM SOLUTION SERVICES LLC Active Registration

Unique Entity ID FK3ZQYWJRUB7 CAGE Code 80X92 Physical Address 15800 PINES BLVD, STE 300, PEMBROKE PINES, FL 33027 USA

Entity
Expiration Date
Jul 23, 2024

Purpose of Registration
All Awards

LANTERN UNMANNED AUTONOMOUS SYSTEMS LLC Active Registration

Unique Entity ID RRL8BK6BAN23 CAGE Code 88NR8 Physical Address 2807 RAE DELL AVE, AUSTIN, TX 78704 USA

Entity
Expiration Date
Jan 21, 2025

Purpose of Registration
All Awards

GLOBAL PRECISION IMAGING, LLC Active Registration

Unique Entity ID MGHYCNC3F7J5 CAGE Code 8GN37 Physical Address 5065 ALLATOONA GTWY, ACWORTH, GA 30101 USA

Entity
Expiration Date
Mar 15, 2025

Purpose of Registration
All Awards

CONNECTINC GLOBAL MANAGEMENT LLC Active Registration

Unique Entity ID HY9BNF8Y3TM3 CAGE Code 6XPT0 Physical Address 160 CLAREMONT AVE, STE 200, DECATUR, GA 30030 USA

Entity
Expiration Date
Aug 31, 2024

Purpose of Registration
All Awards

NETWARESECURE LIMITED LIABILITY COMPANY Active Registration

Unique Entity ID YY59HLW91NV1 CAGE Code 9MTQ7 Physical Address 8000 AVALON BLVD STE 100, ALPHARETTA, GA 30009 USA

Entity
Expiration Date
Feb 9, 2025

Purpose of Registration
All Awards

J IV ENTERPRISES LLC Active Registration

Unique Entity ID JWH1L9JQJYU5 CAGE Code 9F0W1 Physical Address 2232 DELL RANGE BLVD, STE 318, CHEYENNE, WY 82009 USA

Entity
Expiration Date
Oct 15, 2024

Purpose of Registration
All Awards

L&M Solutions, L.L.C. Active Registration

Unique Entity ID QJ8MUUWAGWS7 CAGE Code 9TPD6 Physical Address 6984 SILENT DELL LN, COLUMBIA, MD 21044 USA

Entity
Expiration Date
Apr 4, 2025

Purpose of Registration
All Awards

Unique Entity ID
QQCKK6R6W491CAGE Code
8BUG4Physical Address
2232 DELL RANGE BLVD
STE 248, CHEYENNE, WY
82009 USAExpiration Date
Jan 2, 2025Purpose of Registration
All AwardsUnique Entity ID
ULQZDWEKDJL8CAGE Code
8DJD1Physical Address
2232 DELL RANGE BLVD, #
248, CHEYENNE, WY 82009
USAExpiration Date
Oct 1, 2024Purpose of Registration
All Awards

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Purchase Requisition

Req. Number

171106

Req. Date: 7/18/2024

Page: 1 of 1

Department Contact:	Ship to:	Supplier:
HUDSON, NICOLE M Phone: - Branch Plant: IT-EXECUTIVE MANAGEMENT Fund Source: COUNTY WIDE COMPUTER PROJECT	INFORMATION TECHNOLOGY DEPARTMENT IT RECEIVING BLDG 75 N. MAIN STREET FLORENCE AZ 85132	DELL COMPUTER COMPANY PO BOX 802816 CHICAGO IL 60680-2816 Phone: 800 - 336-2891 Fax: 512 - 283-6904

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/18/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	--

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR068890
Contract Expiry 6/30/2025

Reference: Quote: 3000178936419.1

Department Contact: Mark McRoberts 520-866-6257 mark.mcroberts@pinal.gov | ITAdmins@pinal.gov

Vendor Contact: Cecilia Hasdorff cecilia_hasdorff@Dell.com 1-800-456-3355 Ext.6178085

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	50.00	EA		Dell Latitude 5450	\$1,605.00	\$80,250.00
2.00	50.00	EA		Dell Latitude 5550	\$1,625.00	\$81,250.00
3.00	100.00	EA		Dell Latitude 3550	\$1,415.00	\$141,500.00
4.00	100.00	EA		Dell Latitude 3450	\$1,400.00	\$140,000.00
5.00		LS		Sales Tax	\$0.00	\$29,727.19

Total Order: \$472,727.19



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 10, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote No.	3000178936419.1	Sales Rep	Cecilia Hasdorff
Total	\$472,727.19	Phone	(800) 456-3355, 6178085
Customer #	74061424	Email	Cecilia_Hasdorff@Dell.com
Quoted On	Jul. 11, 2024	Billing To	PAYABLE ACCTS
Expires by	Aug. 10, 2024		PINAL COUNTY FINANCE DEPT
Contract Name	Dell NASPO Computer Equipment PA - Arizona		PO BOX 1348
Contract Code	C000001124007		FLORENCE, AZ 85132-3027
Customer Agreement #	23026 / CTR068890		
Deal ID	24752360		

Message from your Sales Rep

If you need anything Dell related, have any questions, or are ready to place an order, please contact me directly at (512) 513-8527. Thank you for shopping with Dell!!

Regards,
Cecilia Hasdorff

Shipping Group

Shipping To	Shipping Method
RECV DEPT PINAL COUNTY FINANCE DEPT 75 N MAIN ST IT RECV BLDG N MAIN ST INFO TECH DEPT FLORENCE, AZ 85132 (520) 866-6673	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5450	\$1,605.00	50	\$80,250.00
Dell Latitude 5550	\$1,625.00	50	\$81,250.00
Dell Latitude 3550	\$1,415.00	100	\$141,500.00
Dell Latitude 3450	\$1,400.00	100	\$140,000.00

Subtotal:	\$443,000.00
Shipping:	\$0.00
Non-Taxable Amount:	\$101,308.00
Taxable Amount:	\$341,692.00
Estimated Tax:	\$29,727.19
Total:	\$472,727.19

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Shipping Group Details

Shipping To	Shipping Method
RECV DEPT PINAL COUNTY FINANCE DEPT 75 N MAIN ST IT RECV BLDG N MAIN ST INFO TECH DEPT FLORENCE, AZ 85132 (520) 866-6673	Standard Delivery

		Unit Price	Quantity	Subtotal
Dell Latitude 5450		\$1,605.00	50	\$80,250.00
Estimated delivery if purchased today:				
Jul. 26, 2024				
Contract # C000001124007				
Customer Agreement # 23026 / CTR068890				
Description	SKU	Unit Price	Quantity	Subtotal
DELL LATITUDE 5450 XCTO BASE	210-BMPS	-	50	-
Intel Core Ultra 5 135U vPro (12 MB cache, 12 cores, 14 threads, up to 4.4 GHz Turbo)	379-BFPC	-	50	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	50	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	50	-
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	634-CCLH	-	50	-
Integrated Intel graphics for Intel Core Ultra 5 135U vPro processor	338-CNNG	-	50	-
Intel Rapid Storage Technology Driver	409-BCXT	-	50	-
Intel vPro Enterprise Technology Enabled	631-BBTJ	-	50	-
32 GB: 2 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTM	-	50	-
256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	400-BRGL	-	50	-
14.0", FHD 1920x1080, 60Hz, IPS, Touch, AG, 300 nit, 72% NTSC, FHD+IR Cam, 4G	391-BJHJ	-	50	-
English US backlit AI hotkey keyboard, 79-key	583-BLMY	-	50	-
Intel AX211 WLAN Driver	555-BKPM	-	50	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	50	-
3-cell, 54 Wh, ExpressCharge Capable, Long Life Cycle, 3-year limited hardware warranty	451-BDHB	-	50	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	50	-
No Security	346-BKMJ	-	50	-
E4 Power Cord 1M for US	537-BBDO	-	50	-
Latitude 5450 Quick Start Guide	340-DMNG	-	50	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	50	-
ENERGY STAR Qualified	387-BBPC	-	50	-
Custom Configuration	817-BBBB	-	50	-
Dell Additional Software	658-BFQB	-	50	-
Mix Model 15/28W CPU + UMA + 65W ADPT	340-DPGF	-	50	-
Intel Core Ultra vPro Enterprise Label	389-FGSQ	-	50	-

Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	50	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	50	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	50	-
Latitude 5450 Bottom Door, U15	321-BKTY	-	50	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	50	-
Dell Limited Hardware Warranty	997-8317	-	50	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	50	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	50	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392	-	50	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393	-	50	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-8394	-	50	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395	-	50	-

Unit Price	Quantity	Subtotal
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\$1,625.00	50	\$81,250.00
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Dell Latitude 5550

Estimated delivery if purchased today:

Jul. 26, 2024

Contract # C000001124007

Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5550 XCTO Base	210-BLYZ	-	50	-
Intel Core Ultra 5 135U vPro (12 MB cache, 12 cores, 14 threads, up to 4.4 GHz Turbo)	379-BFPC	-	50	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	50	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	50	-
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	634-CCLH	-	50	-
Assembly Base MTL 5550	338-CNRG	-	50	-
Integrated Intel graphics for Intel Core Ultra 5 135U vPro processor	338-CNRL	-	50	-
Latitude 5550 Bottom Door, MTL U15	321-BKTQ	-	50	-
Intel Rapid Storage Technology Driver	409-BCXY	-	50	-
Intel vPro Enterprise Technology Enabled	631-BBSS	-	50	-
32 GB: 2 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTM	-	50	-
256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	400-BRFT	-	50	-
15.6", FHD 1920x1080, 60Hz, IPS, Touch, AG, 250 nit, 45% NTSC, FHD+IR Cam, 4G	391-BJGT	-	50	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	50	-
Intel AX211 WLAN Driver	555-BKQC	-	50	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	50	-
3-cell, 54 Wh, ExpressCharge Capable, Long Life Cycle, 3-year limited hardware warranty	451-BDHB	-	50	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	50	-

No Security	346-BKLV	-	50	-
E4 Power Cord 1M for US	537-BBDO	-	50	-
Latitude 5550 Quick Start Guide	340-DMNY	-	50	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	50	-
ENERGY STAR Qualified	387-BBPC	-	50	-
Custom Configuration	817-BBBB	-	50	-
Dell Additional Software	658-BFQB	-	50	-
Mix Model MTL 65WADPT	340-DMMK	-	50	-
Intel Core Ultra vPro Enterprise Label	389-FGSQ	-	50	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	50	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	50	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	50	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	50	-
Dell Limited Hardware Warranty	997-8317	-	50	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	50	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	50	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392	-	50	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393	-	50	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-8394	-	50	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395	-	50	-

Unit Price	Quantity	Subtotal
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\$1,415.00	100	\$141,500.00
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Dell Latitude 3550

Estimated delivery if purchased today:

Jul. 26, 2024

Contract # C000001124007

Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3550, XCTO	210-BLRF	-	100	-
Intel Core Ultra 5 135U (12MB cache, 12 cores, 14 threads, up to 4.40 GHz)	379-BFNH	-	100	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	100	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	100	-
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	634-CCLH	-	100	-
Intel® Core™ Ultra 5 135U, Intel Integrated Graphics	338-CNSC	-	100	-
Intel Rapid Storage Technology Driver	409-BCXQ	-	100	-
32 GB: 2 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTM	-	100	-
256GB, M.2 2230, TLC PCIe Gen 4 NVMe	400-BQZS	-	100	-
15.6" FHD (1920x1080) Touch, AG, IPS, 250 nits, FHD IR Cam, WLAN	391-BHZC	-	100	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	100	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	100	-

Wireless Intel AX211 WLAN Driver MOD-SRV, + Bluetooth Wireless Card	555-BKKT	-	100	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BKLT	-	100	-
3-cell, 54Wh Battery, Long Life Cycle, Express Charge, 3-year limited hardware warranty	451-BDGR	-	100	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	100	-
Single Pointing Keyboard, No Finger Print Reader, No SIM	346-BKJB	-	100	-
E4 Power Cord 1M for US	450-AMEI	-	100	-
Quick Start Guide for 3550	340-DMKL	-	100	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	100	-
ENERGY STAR Qualified	387-BBLW	-	100	-
Custom Configuration	817-BBBB	-	100	-
Dell Additional Software	658-BFQB	-	100	-
Mix PKG, 65W Typ C Adpt, MTL	340-DPGV	-	100	-
Intel® Core™ Ultra 5 non-vPro Processor Label	340-DMPY	-	100	-
Latitude 3550 Laptop Bottom Door, Integrated Graphics	321-BKQW	-	100	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	100	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	100	-
Dell Limited Hardware Warranty	997-6727	-	100	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-6748	-	100	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-6757	-	100	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	100	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-6766	-	100	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-6775	-	100	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	100	-

Unit Price	Quantity	Subtotal
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Dell Latitude 3450

Estimated delivery if purchased today:

Jul. 26, 2024

Contract # C000001124007

Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3450, XCTO	210-BLLF	\$1,400.00	100	\$140,000.00
Intel Core Ultra 5 135U (12MB cache, 12 cores, 14 threads, up to 4.40 GHz)	379-BFNH	-	100	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	100	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	100	-
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	634-CCLH	-	100	-
Intel Core Ultra 5 135U, Intel Integrated Graphics	338-CNLN	-	100	-
Intel Rapid Storage Technology Driver	409-BCXQ	-	100	-
32 GB: 2 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTM	-	100	-
256GB, M.2 2230, TLC PCIe Gen 4 NVMe	400-BQZS	-	100	-

14.0" FHD (1920x1080) Touch, AG, IPS, 300 nits, FHD IR Cam, WLAN	391-BHXK	-	100	-
English US backlit AI hotkey keyboard, 79-key	583-BLMY	-	100	-
Wireless Intel AX211 WLAN Driver MOD-SRV, + Bluetooth Wireless Card	555-BKKT	-	100	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BKLT	-	100	-
3-cell, 54Wh Battery, Long Life Cycle, Express Charge, 3-year limited hardware warranty	451-BDGR	-	100	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	100	-
Single Pointing Keyboard, No Finger Print Reader, No SIM	346-BKHK	-	100	-
E4 Power Cord 1M for US	450-AMEI	-	100	-
Quick Start Guide for 3450	340-DMKH	-	100	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	100	-
ENERGY STAR Qualified	387-BBLW	-	100	-
Custom Configuration	817-BBBB	-	100	-
Dell Additional Software	658-BFQB	-	100	-
Mix Model Packaging 65W Type-C Adapter	340-DNZC	-	100	-
Intel Core Ultra 5 Non-vPro Label	389-FGSN	-	100	-
Latitude 3450 Laptop Bottom Door, Integrated Graphics	321-BKQR	-	100	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	100	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	100	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	100	-
Dell Limited Hardware Warranty	997-6727	-	100	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-6748	-	100	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-6757	-	100	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	100	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-6766	-	100	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-6775	-	100	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	100	-

Subtotal:	\$443,000.00
Shipping:	\$0.00
Estimated Tax:	\$29,727.19
Total:	\$472,727.19

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Contract Amendment

CONTRACT NO.: CTR068890

Computer Equipment, Peripherals & Related Services

AMENDMENT NO.: One (1)

AZ DEPT. OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 N. 15TH AVE., STE. 402

Phoenix, AZ 85007

PAGE
1OF
1**CONTRACTOR:**

Dell Marketing
One Dell Way, Mailstop RR 1-33
Round Rock, TX 78682

CONTACT: Ashley Salinas**PHONE:** (512) 542-1237**EMAIL:** a.salinas@dell.com**STATE AGENCY:**

AZ Department of Administration (ADOA)

State Procurement Office
1802 West Jackson Street Number 100
Phoenix, AZ 85007

CONTACT: Eric Bell**PHONE:** (602) 542-8921**EMAIL:** eric.bell@azdoa.gov**Computer Hardware and Support**

Pursuant to Uniform Terms and Conditions, Paragraph 5.1, Amendments, the above referenced contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3.7 Additional Names, the following Subcontractors shall be added to this Contract:
 1. CDW
 2. SHI International Corp
 3. Sterling Computers Corp
 4. The ReDesign Group
 5. Advanced Network Management INC
 6. Ahead, Inc.
 7. Insight Corp
 8. Red8
 9. Sentinel
 10. World Wide Technology, LLC

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND
UNDERSTANDING OF THE ABOVE AMENDMENT.THE ABOVE REFERENCED CONTRACT AMENDMENT IS
HEREBY EXECUTED THIS DATE BY THE STATE.

14/03/2024

3/18/2024

SIGNATURE

DATE

Ana Pitti
Paralegal Senior Analyst
PRINTED/TYPED NAME AND TITLE

SIGNATURE

DATE

Eric Bell
State Procurement Manager



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May 21, 2024



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ATEAM SOLUTION SERVICES LLC Active Registration

Unique Entity ID FK3ZQYWJRUB7 CAGE Code 80X92 Physical Address 15800 PINES BLVD, STE 300, PEMBROKE PINES, FL 33027 USA

Entity
Expiration Date
Jul 23, 2024

Purpose of Registration
All Awards

LANTERN UNMANNED AUTONOMOUS SYSTEMS LLC Active Registration

Unique Entity ID RRL8BK6BAN23 CAGE Code 88NR8 Physical Address 2807 RAE DELL AVE, AUSTIN, TX 78704 USA

Entity
Expiration Date
Jan 21, 2025

Purpose of Registration
All Awards

GLOBAL PRECISION IMAGING, LLC Active Registration

Unique Entity ID MGHYCNC3F7J5 CAGE Code 8GN37 Physical Address 5065 ALLATOONA GTWY, ACWORTH, GA 30101 USA

Entity
Expiration Date
Mar 15, 2025

Purpose of Registration
All Awards

CONNECTINC GLOBAL MANAGEMENT LLC Active Registration

Unique Entity ID HY9BNF8Y3TM3 CAGE Code 6XPT0 Physical Address 160 CLAREMONT AVE, STE 200, DECATUR, GA 30030 USA

Entity
Expiration Date
Aug 31, 2024

Purpose of Registration
All Awards

NETWARESECURE LIMITED LIABILITY COMPANY Active Registration

Unique Entity ID YY59HLW91NV1 CAGE Code 9MTQ7 Physical Address 8000 AVALON BLVD STE 100, ALPHARETTA, GA 30009 USA

Entity
Expiration Date
Feb 9, 2025

Purpose of Registration
All Awards

J IV ENTERPRISES LLC Active Registration

Unique Entity ID JWH1L9JQJYU5 CAGE Code 9F0W1 Physical Address 2232 DELL RANGE BLVD, STE 318, CHEYENNE, WY 82009 USA

Entity
Expiration Date
Oct 15, 2024

Purpose of Registration
All Awards

L&M Solutions, L.L.C. Active Registration

Unique Entity ID QJ8MUUWAGWS7 CAGE Code 9TPD6 Physical Address 6984 SILENT DELL LN, COLUMBIA, MD 21044 USA

Entity
Expiration Date
Apr 4, 2025

Purpose of Registration
All Awards

Unique Entity ID
QQCKK6R6W491CAGE Code
8BUG4Physical Address
2232 DELL RANGE BLVD
STE 248, CHEYENNE, WY
82009 USAExpiration Date
Jan 2, 2025Purpose of Registration
All AwardsUnique Entity ID
ULQZDWEKDJL8CAGE Code
8DJD1Physical Address
2232 DELL RANGE BLVD, #
248, CHEYENNE, WY 82009
USAExpiration Date
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All Awards

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This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.





Purchase Requisition

Req. Number

171147

Req. Date: 7/22/2024

Page: 1 of 1

Department Contact:	Ship to:	Supplier:
HUDSON, NICOLE M	INFORMATION TECHNOLOGY DEPARTMENT	HYE TECH NETWORK & SECURITY
Phone: -	IT RECEIVING BLDG	SOLUTIONS LL
Branch Plant: IT-EXECUTIVE MANAGEMENT	75 N. MAIN STREET	4802 E RAY RD STE 23-414
Fund Source: COUNTY WIDE COMPUTER PROJECT	FLORENCE AZ 85132	PHOENIX AZ 85044
		Phone: 520 - 488-9970
		Fax: 480 - 247-4501

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/22/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	--

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity 1GPA
Contract Number 22-02PV-08
Contract Expiry 12/8/2024

Reference: Quote: 1066-240a

Department Contact: Chris Combs 520-866-6650 chris.combs@pinal.gov | ITAdmins@pinal.gov

Vendor Contact: Scott Clore sclore@hyetechnetworks.com

ALL SOFTWARE LICENSES MUST BE EMAILED TO: ITLICENSES@PINAL.GOV

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Wireless Refresh Equipment	\$0.00	\$514,097.92
2.00		LS		Wireless Refresh Licenses	\$0.00	\$76,866.12
3.00		LS		Sales Tax	\$0.00	\$51,413.87

Total Order: \$642,377.91



HyeTech Network & Security Solutions, LLC.
10235 S. 51st Street #120
Phoenix, AZ 85044

Quotation

Date: July 15, 2024

Quotation #: 1066-240a

Customer ID: 1066

Prepared by: Scott Clore

Quotation valid until: August 12, 2024

Project Detail: Network Refresh - v3

Contract: 1GPA Contract 22-02PV-08

Bill To:
Pinal County
Robert Stanley
31 N Pinal Street
Florence, AZ 85132

Ship To:
Pinal County
Chris Combs
Receiving Building/Rear Loading
Dock
75 N. Main Street
Florence, AZ 85132

Hardware:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
C9300-48P-A	CATALYST 9300 48-PORT POE+, NETWORK ADVANTAGE	---	\$11,974.90	\$4,550.46	6	\$27,302.76
C9300-NW-A-48	C9300 Network Advantage, 48-port license	---	\$0.00	\$0.00	6	\$0.00
PWR-C1-715WAC-P	715W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	---	\$0.00	\$0.00	6	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	---	\$0.00	\$0.00	6	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	---	\$0.00	\$0.00	6	\$0.00
C9300-SSD-NONE	No SSD Card Selected	---	\$0.00	\$0.00	6	\$0.00
C9300-STACK-NONE	No Stack Cable Selected	---	\$0.00	\$0.00	6	\$0.00
C9300-SPWR-NONE	No Stack Power Cable Selected	---	\$0.00	\$0.00	6	\$0.00
NM-BLANK-T1	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	---	\$0.00	\$0.00	6	\$0.00
PWR-C1-BLANK	Config 1 Power Supply Blank	---	\$0.00	\$0.00	6	\$0.00
TE-C9K-SW	TE agent for IOSXE on C9K	---	\$0.00	\$0.00	6	\$0.00
C9300-DNA-A-48	C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES	---	\$0.00	\$0.00	6	\$0.00
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	---	\$0.00	\$0.00	6	\$0.00
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	\$0.00	\$0.00	6	\$0.00
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	---	\$0.00	\$0.00	6	\$0.00
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	\$0.00	\$0.00	6	\$0.00
C9300-NM-NONE	No Network Module Selected	---	\$0.00	\$0.00	6	\$0.00
NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	---	\$0.00	\$0.00	6	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	\$0.00	\$0.00	6	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	\$0.00	\$0.00	6	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	---	\$0.00	\$0.00	6	\$0.00
SC9300UK9-1712	CISCO CATALYST 9300 XE 17.12 UNIVERSAL	---	\$0.00	\$0.00	6	\$0.00
C9300-24P-A	CATALYST 9300 24-PORT POE+, NETWORK ADVANTAGE	---	\$7,071.41	\$2,687.14	4	\$10,748.56
C9300-NW-A-24	C9300 Network Advantage, 24-port license	---	\$0.00	\$0.00	4	\$0.00
PWR-C1-715WAC-P	715W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	---	\$0.00	\$0.00	4	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	---	\$0.00	\$0.00	4	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	---	\$0.00	\$0.00	4	\$0.00
C9300-SSD-NONE	No SSD Card Selected	---	\$0.00	\$0.00	4	\$0.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

If you have any questions concerning this quotation please contact sales@hyetechnetworks.com

1066-240a

1/5

Hardware:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
C9300-STACK-NONE	No Stack Cable Selected	---	\$0.00	\$0.00	4	\$0.00
C9300-SPWR-NONE	No Stack Power Cable Selected	---	\$0.00	\$0.00	4	\$0.00
NM-BLANK-T1	CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	---	\$0.00	\$0.00	4	\$0.00
PWR-C1-BLANK	Config 1 Power Supply Blank	---	\$0.00	\$0.00	4	\$0.00
TE-C9K-SW	TE agent for IOSXE on C9K	---	\$0.00	\$0.00	4	\$0.00
C9300-DNA-A-24	C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES	---	\$0.00	\$0.00	4	\$0.00
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	---	\$0.00	\$0.00	4	\$0.00
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	\$0.00	\$0.00	4	\$0.00
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	---	\$0.00	\$0.00	4	\$0.00
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	\$0.00	\$0.00	4	\$0.00
C9300-NM-NONE	No Network Module Selected	---	\$0.00	\$0.00	4	\$0.00
NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	36	\$0.00	\$0.00	4	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	---	\$0.00	\$0.00	4	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	\$0.00	\$0.00	4	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	\$0.00	\$0.00	4	\$0.00
SC9300UK9-1712	CISCO CATALYST 9300 XE 17.12 UNIVERSAL	---	\$0.00	\$0.00	4	\$0.00
C9300-NM-8X=	CATALYST 9300 8 X 10GE NETWORK MODULE, SPARE	---	\$3,128.17	\$1,188.70	3	\$3,566.10
C9300-NM-4G=	CATALYST 9300 4 X 1GE NETWORK MODULE, SPARE	---	\$663.68	\$252.20	3	\$756.60
C9200-48P-E	CATALYST 9200 48-PORT POE+, NETWORK ESSENTIALS	---	\$8,696.90	\$3,130.88	65	\$203,507.20
PWR-C5-BLANK	Config 5 Power Supply Blank	---	\$0.00	\$0.00	65	\$0.00
C9200-NW-E-48	C9200 NETWORK ESSENTIALS, 48-PORT LICENSE	---	\$0.00	\$0.00	65	\$0.00
C9200-NM-NONE	No Network Module Selected	---	\$0.00	\$0.00	65	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	---	\$0.00	\$0.00	65	\$0.00
C9200-DNA-E-48	C9200 CISCO DNA ESSENTIALS, 48-PORT TERM LICENSES	---	\$0.00	\$0.00	65	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	---	\$0.00	\$0.00	65	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	\$0.00	\$0.00	65	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	\$0.00	\$0.00	65	\$0.00
C9200-24P-E	CATALYST 9200 24-PORT POE+, NETWORK ESSENTIALS	---	\$4,140.10	\$1,614.64	41	\$66,200.24
PWR-C5-BLANK	Config 5 Power Supply Blank	---	\$0.00	\$0.00	41	\$0.00
C9200-NW-E-24	C9200 NETWORK ESSENTIALS, 24-PORT LICENSE	---	\$0.00	\$0.00	41	\$0.00
C9200-NM-NONE	No Network Module Selected	---	\$0.00	\$0.00	41	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	---	\$0.00	\$0.00	41	\$0.00
C9200-DNA-E-24	C9200 CISCO DNA ESSENTIALS, 24-PORT TERM LICENSES	---	\$0.00	\$0.00	41	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	\$0.00	\$0.00	41	\$0.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

If you have any questions concerning this quotation please contact sales@hyetechnetworks.com

1066-240a

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Hardware:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	\$0.00	\$0.00	41	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	---	\$0.00	\$0.00	41	\$0.00
C9200-48T-E	CATALYST 9200 48-PORT DATA ONLY, NETWORK ESSENTIALS	---	\$5,672.47	\$2,155.54	8	\$17,244.32
C9200-DNA-E-48	C9200 CISCO DNA ESSENTIALS, 48-PORT TERM LICENSES	---	\$0.00	\$0.00	8	\$0.00
C9200-NM-NONE	No Network Module Selected	---	\$0.00	\$0.00	8	\$0.00
CAB-C15-CBN	CABINET JUMPER POWER CORD, 250 VAC 13A, C14-C15 CONNECTORS	---	\$0.00	\$0.00	16	\$0.00
C9200-NW-E-48	C9200 NETWORK ESSENTIALS, 48-PORT LICENSE	---	\$0.00	\$0.00	8	\$0.00
PWR-C6-125WAC/2	125W AC CONFIG 6 POWER SUPPLY - SECONDARY POWER SUPPLY	---	\$1,058.30	\$402.15	8	\$3,217.20
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	---	\$0.00	\$0.00	8	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	\$0.00	\$0.00	8	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	\$0.00	\$0.00	8	\$0.00
C9200CX-8P-2X2G-E	Cisco Catalyst 9200 Series switches, 8-port 1G,8 GB Flash,4 GB memory, support IEEE 802.3bt, IEEE 802.1s,IEEE 802.1w,Layer 2 and Layer 3, support SNMP, DHCP, Syslog, RIPv2,RIPng,OSPFv3, 370W PoE, power supply, Enhanced Limited Lifetime Warranty	---	\$2,373.81	\$902.05	12	\$10,824.60
C9200CX-NW-E-8	C9200CX NETWORK ESSENTIALS, 8-PORT LICENSE	---	\$0.00	\$0.00	12	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	---	\$0.00	\$0.00	12	\$0.00
NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	---	\$0.00	\$0.00	12	\$0.00
C9200CX-DNA-E-8	C9200CX CISCO DNA ESSENTIALS, 8-PORT TERM LICENSES	---	\$0.00	\$0.00	12	\$0.00
SCAT9200CXUK9-1712	Cisco Catalyst 9200CX XE 17.12 UNIVERSAL	---	\$0.00	\$0.00	12	\$0.00
C9200-NM-4X=	Catalyst 9200 4 x 10G Network Module	---	\$2,688.38	\$994.70	57	\$56,697.90
C9200-NM-4G=	Catalyst 9200 4 x 1G Network Module	---	\$685.54	\$260.51	16	\$4,168.16
C9200L-STACK-KIT=	Cisco Catalyst 9200L Stack Module	---	\$1,604.66	\$609.77	40	\$24,390.80
STACK-T4-50CM	50CM Type 4 Stacking Cable	---	\$0.00	\$0.00	40	\$0.00
C9200-STACK	Catalyst 9200 Stack Module	---	\$0.00	\$0.00	80	\$0.00
STACK-T4-1M=	1M Type 4 Stacking Cable	---	\$268.84	\$102.16	7	\$715.12
STACK-T4-3M=	3M Type 4 Stacking Cable	---	\$403.26	\$153.24	2	\$306.48
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	---	\$2,458.75	\$860.56	48	\$41,306.88
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	---	\$860.98	\$301.34	16	\$4,821.44
SFP-H10GB-CU2M=	10GBASE-CU SFP+ CABLE 2 METER	---	\$130.06	\$49.42	12	\$593.04
SFP-10G-AOC7M=	10GBASE ACTIVE OPTICAL SFP+ CABLE, 7M	---	\$344.04	\$130.74	8	\$1,045.92
SFP-10G-AOC10M=	10GBASE ACTIVE OPTICAL SFP+ CABLE, 10M	---	\$347.57	\$132.08	4	\$528.32
SFP-H10GB-ACU7M=	ACTIVE TWINAX CABLE ASSEMBLY, 7M	---	\$464.68	\$176.58	2	\$353.16
PWR-C1-715WAC-P=	715W AC 80+ platinum Config 1 Power Supply Spare	---	\$1,478.61	\$561.87	2	\$1,123.74

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

If you have any questions concerning this quotation please contact sales@hyetechnetworks.com

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Hardware:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
NO-POWER-CORD	ECO FRIENDLY GREEN OPTION, NO POWER CABLE WILL BE SHIPPED	---	\$0.00	\$0.00	2	\$0.00
PWR-C6-1KWAC=	FONTE DE) ALIMENTACAO 1KW AC Config 6 Power Supply	---	\$2,539.91	\$965.17	6	\$5,791.02
NO-POWER-CORD	ECO FRIENDLY GREEN OPTION, NO POWER CABLE WILL BE SHIPPED	---	\$0.00	\$0.00	6	\$0.00
CW9166I-MR	Catalyst 9166I AP (W6E, tri-band 4x4) w/MERAK	---	\$2,507.48	\$927.77	10	\$9,277.70
MR86-HW	Meraki MR86 Wi-Fi 6 Outdoor AP	---	\$2,898.07	\$1,101.27	2	\$2,202.54
MA-ANT-20	ANTENA Meraki Dual-band Omni Antennas	---	\$235.39	\$89.45	4	\$357.80
MS225-24P-HW	MERAKI MS225-24P L2 STCK CLD-MNGD 24X GIGE 370W POE SWITCH	---	\$5,608.65	\$2,131.29	8	\$17,050.32
TRN-CLC-001	100 TRAINING CREDIT. EXPIRES IN 1 YR. TEAM CAPTAIN REQUIRED	---	\$10,000.00	\$0.00	2	\$0.00
Subtotal:					\$514,097.92	

Licensing & Support:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
CON-PSUT-C93004PA	PRTNR SUP 8X5XNBD CATALYST 9300 48-PORT POE+, NETWORK ADVA	12	\$1,106.58	\$708.21	6	\$4,249.26
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	36	\$4,459.48	\$1,694.60	6	\$10,167.60
CON-PSUT-C93002PA	PRTNR SUP 8X5XNBD CATALYST 9300 24-PORT POE+, NETWORK ADVA	12	\$654.32	\$418.76	4	\$1,675.04
C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License	36	\$2,377.60	\$903.49	4	\$3,613.96
C9200-DNA-E-48-3Y	C9200 CISCO DNA ESSENTIALS, 48-PORT - 3 YEAR TERM LICENSE	36	\$1,324.59	\$503.34	65	\$32,717.10
C9200-DNA-E-24-3Y	C9200 CISCO DNA ESSENTIALS, 24-PORT, 3 YEAR TERM LICENSE	36	\$721.59	\$274.20	41	\$11,242.20
C9200-DNA-E-48-3Y	C9200 CISCO DNA ESSENTIALS, 48-PORT - 3 YEAR TERM LICENSE	36	\$1,324.59	\$503.34	8	\$4,026.72
C9200CX-DNAE8-3Y	C9200CX Cisco DNA Essentials, 3Y Term License, 8P	36	\$360.80	\$137.10	12	\$1,645.20
LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	60	\$752.63	\$286.00	12	\$3,432.00
LIC-MS225-24P-5YR	MERAKI MS225-24P ENTERPRISE LICENSE AND SUPPORT, 5YR	60	\$1,347.70	\$512.13	8	\$4,097.04
Subtotal:					\$76,866.12	

Quote Summary	Amount
Hardware:	\$514,097.92
Licensing & Support:	\$76,866.12
Subtotal:	\$590,964.04
Estimated Tax:	\$51,413.87
Total:	\$642,377.91

Terms & Conditions:

Invoicing & Payment

Unless otherwise stated in an SOW, exhibit, or definitive agreement, HyeTech shall invoice Customer on a project basis. Customer shall pay HyeTech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. HyeTech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

Suspension

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.



Contract Extension/Amendment

September 21, 2023

Hy Tech Network & Security Solutions LLC
4802 E. Ray Road, #23-414
Phoenix, AZ 85044
Attn: Lisa Andrus (landrus@hyetechnetworks.com, saro@hyetechnetworks.com))

Re: Extension Agreement for Contract #22-02PV-08, Technology and Audio/Visual Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until December 8, 2024. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- Proof/Verification of ROC Licensing in good standing (if applicable).
- Proof of any other applicable licensing related to your contract.
- Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- No price updates at this time. Current pricing on file is accurate.
- Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).
- Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
	
Printed Name:	Lisa Andrus
Title: COO/CFO	Date: 09/26/2023
1GPA Authorized Signature:	
	
Printed Name: Christy Knorr	
Title: President	Date: 10.11.2023
Paradise Valley Unified School District Authorized Signature:	
	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 11/3/2023



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HYE TECH NETWORK & SECURITY SOLUTIONS LLC

Active Registration

Unique Entity ID
PLPRHZ5GV981CAGE Code
9JWS7Physical Address
10235 S 51ST ST STE 120,
PHOENIX, AZ 85044 USA

Entity

Expiration Date
Sep 14, 2024Purpose of Registration
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PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number

171202

Req. Date: 7/26/2024
Page: 1 of 1

Department Contact:	Ship to:	Supplier:
NEAL, KRYSTA M Phone: - Branch Plant: FA-FACILITIES ADMINISTRATION Fund Source: CAPITAL PROJECTS/MISCELLANEOUS	FACILITIES-ADMINISTRATION 121 W 22ND ST FLORENCE AZ 85132	PUEBLO MECHANICAL AND CONTROLS 6771 E OUTLOOK DR TUCSON AZ 85756 Phone: 520 - 545-1044 Fax: 520 - 545-1048

Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 7/26/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	---

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity 1-GPA
Contract Number 22-14PV-05
Contract Expiry 8/4/2025

Reference: Proposal# : 2406-28620

Department Contact: Nicholas Stalter 520849596 nicholas.stalter@pinal.gov | Krysta Neal 5208666494 krysta.neal@pinal.gov

Vendor Contact: Ross Risano 5204041702 ross@pueblo-mechanical.com | Todd Rodeffer 623-377-0683

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		140 Trane Chiller Replacement	\$0.00	\$251,510.44

Total Order: \$251,510.44

PROJECT PROPOSAL

SUBMITTED BY PUEBLO MECHANICAL & CONTROLS

Project Name: Pinal County 140 Ton Chiller Replacement

Project Site Address: 575 N Idaho Rd. Apache Junction, AZ 85119

Customer: Nick Salter – Pinal County

Proposal #: 2406-28620

Contract Type: 1GPA #22-14PV-05

Date: 05/08/2024 REV 1- 07/19/2024

Pueblo appreciates the opportunity to look at this project and is pleased to provide the following scope for Pinal County 140 Ton Chiller Replacement.

Scope of Work:

- Lock out and tag out existing Chiller to make safe for demo.
- Isolate and drain Chiller from Chilled Water (CHW) loop, utilizing existing valves.
- Disconnect CHW piping and electrical.
- Controls work to be provided by the owner.
- Demo and environmentally dispose of existing chiller.
- Provide and install (1) Trane Air Cooled Chiller on existing pad:
 - Model#: ACSA-1402EUA
 - 140 Nominal Ton Air-Cooled Scroll Chiller
 - Scroll With Variable Volume Ratio
 - 460V/60Hz/3Phase
 - Standard Noise Package
 - Refrigerant Charge R-454B
 - Brazed Plate Heat Exchanger
 - Grooved Pipe Connection
 - Flow Switch Set Point 60
 - Factory Insulation 0.75 Inch
 - High Ambient Operation– 32 Degrees to 125 Degrees
 - Microchannel coil
 - EC Condenser Fan Motors
 - Across-The-Line-Starter
 - Single Point Unit Power Connection
 - 65kv High Fault Rated Circuit Breaker
 - 20A - 115V Convenience Outlet
 - LonTalk Interface
 - Architectural Louvered Panels
 - Elastomeric Isolators

WWW.PUEBLO-MECHANICAL.COM

AZ ROC LICENSES

B-01 #173953 | C-11 #324363 | CR-37 #069447 | CR-39 #176640 | CR-74 #260462

PROJECT PROPOSAL

SUBMITTED BY PUEBLO MECHANICAL & CONTROLS

- 1st year parts, labor & refrigerant
- Provide factory start up.
- Provide and install new CHW piping to connect new Chiller to existing piping. All existing isolation valves to be reused. New piping will be gruv-lok type fittings and couplings.
- Disconnect and reconnect existing electrical for chiller. No fused disconnect will be install, SES is line of sight to chiller.
- Coordinate work with Controls contractor. All controls conduit and low voltage wiring to be excluded from our scope.
- Crane and rigging as required.
- Provide one (1) year parts and labor warranty.

Clarifications:

- There is a 3.2% fee associated with our accepting credit cards for payment
- This project proposal is valid for **90 days**
- All work described above is to be completed during **after hours/ weekends**.
- **Pueblo will not be held liable for Material and Equipment escalation costs after 90 days of proposal date**
- No chemical treatment is included in this proposal.
- If existing isolation valves do not hold, an additional cost may be incurred.

We Exclude the Following:

- Repair or replacement of any existing device found to be inoperable.
- Engineering/Design fees.
- Permits, utility tap fees, site utilities, meters, and fire protection.
- 3rd Party engineering/design review costs and fees.
- Local Utility fees.
- Davis Bacon / Prevailing wages.
- Buy Americas / American act.
- Fire suppression systems.
- Duct smoke detectors and/ or interface with existing fire alarm system.
- Fire and/ or fire smoke dampers.
- Architectural demolition and patching of roof, walls, or ceiling.
- Architectural louvers.
- Seismic restraints.
- BIM or other CAD related modeling or drawings of any kind.
- Formal Commissioning or commissioning assist.
- Asbestos abatement, testing, reporting.
- Arc flash calculations.

PROJECT PROPOSAL

SUBMITTED BY PUEBLO MECHANICAL & CONTROLS



- Coordination studies.
- Electrical load metering.
- Site security.
- General sheet metal, flashing, and trim.
- Poured or formed concrete work, including housekeeping pads.
- Cutting and framing of openings in walls, floors, or roof.
- Structural Framing Modifications.
- Certified Testing, Adjusting, & Balancing.
- Painting
- Pipe labeling
- Valve tagging
- Spring vibration isolation
- Chemical water treatment or glycol for water-based systems.
- Controls.
- Temporary HVAC equipment.
- Pueblo Mechanical and Controls shall not be held liable for existing code deficiencies requiring correction by an inspecting agency.
- Any work not included in scope of work listed above.



Contract Extension/Amendment

April 29, 2024

Pueblo Mechanical & Controls, LLC
6771 E. Outlook Drive
Tucson, AZ 85756
Attn: Robert Carr (robc@pueblo-mechanical.com, dawn@pueblo-mechanical.com)

Re: Extension Agreement for Contract #22-14PV-05, Job Order Contracting for Mechanical Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until August 4, 2025. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- Proof/Verification of ROC Licensing in good standing (if applicable).
- Proof of any other applicable licensing related to your contract.
- Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- Updated Contact Information Sheet completed.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:			
Printed Name:		Robert W. Ware	
Title:	Contracts Director	Date:	4/30/24
1GPA Authorized Signature:			
			
Printed Name:		Christy Knorr	
Title: President		Date: 5/16/2024	
Paradise Valley Unified School District Authorized Signature:			
			
Printed Name:		Eva Calles	
Title: Director of Purchasing		Date: 6/10/2024	

PROJECT PROPOSAL

SUBMITTED BY PUEBLO MECHANICAL & CONTROLS

PRICING AND ACCEPTANCE

Material, Service, & Labor Subtotal:	\$ 212,325.56
Bonding:	1.50% \$ 3,184.88
Total Cost:	\$ 215,510.44

We look forward to providing this important service. Please call if you have any questions.

Best Regards,



ROSS RISANO
 PRE-CONSTRUCTION SERVICES
O: 800.840.9170
C: 520.404.1702
W: pueblo-mechanical.com
E: Ross@pueblo-mechanical.com



Todd Rodeffer
 Account Representative

PUEBLO
 Main 800.840.9170 | Cell 623.377.0683
pueblo-mechanical.com



Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted. Terms & Conditions listed on of this proposal are stated in the Master Agreement of the Cooperative Contract stated in this proposal. You are authorized to do the work as specified.

Name

Signature

Date

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number

171258

Req. Date: 7/25/2024
Page: 1 of 1

Department Contact:	Ship to:	Supplier:
FUENTES, ANGELICA D Phone: - Branch Plant: FL-MOTOR POOL Fund Source: COUNTY WIDE COMPUTER PROJECT	FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	MIDWAY CHEVROLET 2323 W BELL RD PHOENIX AZ 85023 Phone: 602 - 866-0102 Fax: 602 - 942-4837

Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 7/25/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
--	---

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State Of Arizona
Contract Number CTR059320-4
Contract Expiry 3/16/2025

Reference: Department Contact : Requested by: Jeremy Stalter x-7927 Jeremy Stalter x-7927

Vendor Contact: Midway Chevrolet, vendor # 31485

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	8.00	EA		25 Chevy Silv Double cab 4x2 Animal Control	\$49,303.00	\$394,424.00
2.00	8.00	EA		white color	\$0.00	
3.00	8.00	EA		solar tint glass dealer	\$295.00	\$2,360.00
4.00	8.00	EA		contract discount 12% base msrp	(\$5,916.36)	(\$47,330.88)
5.00	8.00	EA		animal control body diamond truck quote # 23630	\$42,895.00	\$343,160.00
6.00	8.00	EA		delivery CA-AZ-Pinal	\$1,135.00	\$9,080.00
7.00	8.00	EA		tire tax	\$5.00	\$40.00
8.00		LS		sales tax	\$0.00	\$58,573.84

Total Order: \$760,306.96



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned 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.

Midway Chevrolet Company

Offeror (Company) Name

2323 W. Bell Rd.

Address

Phoenix Arizona 85023

City State Zip

gball@vtaig.com

Email Address

gball@vtaig.com

Company Email Address

Signature of Person Authorized to Sign Offer

Gregg Ball

Printed Name

Date

Fleet Manager

Title

602-733-2251

Phone Number

602-760-3377

Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059320 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

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 17th day of March 2022

DocuSigned by:

69C61CE38A6E4BB...

3/10/2022

Awarded Date



MIDWAY CHEVROLET CO

Unique Entity ID QVAGZKUJ8KL1	CAGE / NCAGE 51LT7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 17, 2024	
Physical Address 2323 W Bell RD Phoenix, Arizona 85023-3298	Mailing Address 2323 W Bell RD Phoenix, Arizona 85023-3202	
United States	United States	

Business Information

Doing Business as (blank)	Division Name Midway Chevrolet	Division Number (blank)
Congressional District Arizona 08	State / Country of Incorporation Arizona / United States	URL (blank)

Registration Dates

Activation Date Dec 18, 2023	Submission Date Dec 18, 2023	Initial Registration Date Apr 3, 2008
--	--	---

Entity Dates

Entity Start Date Jan 1, 1966	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	51LT7

Points of Contact

Electronic Business

♀	2323 W Bell RD
PAM FINKEN, CONTROLLER	Phoenix, Arizona 85023
	United States

GREGG BALL, GOV FLEET	2323 W Bell RD
	Phoenix, Arizona 85023
	United States

Government Business

♀	2323 W Bell RD
GREGG BALL, GOV FLEET	Phoenix, Arizona 85023
	United States

GREGG BALL, GOV FLEET	2323 W Bell RD
	Phoenix, Arizona 85023
	United States

Past Performance

♀	2323 W Bell RD
GREGG BALL, GOV FLEET	Phoenix, Arizona 85023
	United States

GREGG BALL, GOV FLEET	2323 W Bell RD
	Phoenix, Arizona 85023
	United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	441110	New Car Dealers

Disaster Response

This entity does not appear in the disaster response registry.

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

“An Equal Opportunity Agency”

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

- 2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

- 2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

- 2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

- 3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.
- 3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.
- 3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.
- 3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

- 3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.
- 3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.
- 3.9 The following documents shall be provided upon delivery of the vehicle(s):
 - 3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 3.9.2 Warranty Document
 - 3.9.3 Manufacturers unaltered invoice
 - 3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
 - 3.9.5 Level 1 Inspection if applicable, completed before delivery
- 3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

- 4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.
- 4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.
- 4.3 The following fuel types are allowable under this contract are to include but are not limited too.
 - 4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - 4.3.2 Diesel

4.3.3 Gasoline

4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.3.5 Hybrid-Electric Vehicles (HEV)

4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows

4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning

a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors

a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

b. Back up Camera

4.5.12 Spare tire

a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, $\frac{3}{4}$ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

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.

3. ELIGIBLE AGENCIES

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

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

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

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed in accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. 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, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

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

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

- 1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
 - b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
 - c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
 - d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
 - e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
 - f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

- 2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
- 2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
- 2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

- 4 **LARGE VOLUME DISCOUNT PRICING:** An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.
- 5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. 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 that 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 concerned. Any price increase adjustment request prior to the time of contract extension 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. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor 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. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.
3. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.
4. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.
5. The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.
6. Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract 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 the contract.

16. PRODUCT DISCONTINUANCE

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 authorization 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.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. 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 certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, 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

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. 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, 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.

19. 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.

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."

20. INDEMNIFICATION CLAUSE

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

21. INSURANCE REQUIREMENTS

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

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

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

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

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

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

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

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

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

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

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:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other 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 **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 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

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

6.4. Force Majeure

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

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

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

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

7. Warranties

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.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.00.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at <https://www.fhwa.dot.gov/federalaid/stewardship>, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.
2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.
3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42

U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
 - (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office,
or
(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than \$150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of \$100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15

U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

- (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),
- (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
 - (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES**1.0 Policy:**

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

- (1) Operates as a for-profit business registered to do business in Arizona;
- (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of
Transportation Business
Engagement and Compliance
Office 1801 W. Jefferson St.,
Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutacs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutacs.com/>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do business in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:**10.1 General:**

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.
2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.
3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. **Retention:** If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.
2. **No Set-offs Arising from Other Contracts:** If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
3. **Partial Payment:** The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
4. **Final Payment:** The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
5. **Payment Reporting:** For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) **Sanctions for Inadequate Reporting:**

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. **Completion of Work:** A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. **Disputes:** If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

- The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
- The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. **Non-Compliance:** Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

- **Liquidated Damages:** These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

- (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
- (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
- (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
 - (ii) Terminate the contract for default in accordance with this Contract, and/or
 - (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
 - (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:**14.01 General Requirements:**

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intends to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:
 - a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
 - b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
 - c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
 - d. Post in conspicuous places available to employees and applicants for employment, the following notice:

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

- e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
- h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under the Contract until the Consultant complies,
and/or;
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

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

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (<https://www.sam.gov/SAM/>) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration*, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et. seq.*).



EXHIBIT 3

ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Contract ID/Code:	Contact Name:	Alternate Contact Name:
Contract Label/Description:	Contact Phone Number:	Alternate Contact Phone Number:
Contractor:	Contact Email:	Alternate Contact Email:
Contractor Address:		

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION
COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)**

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)**

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____ / _____ / _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements.	A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.	Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility	(a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,	49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes—	(a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.	49 CFR §663.23
Met? Y/N (If NO 1b, 1 REQ'D)	(1) A Buy America certification: a) There is a letter from FTA which grants a waive OR	49 CFR §663.25
Met? Y/N (If NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists— 1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply. a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS
CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amount s	
<p style="text-align: center;">Purchaser's Pre-Award Requirements Certification 49 CFR §663.27</p>	
<p>I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and</p>	
<p>I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's</p>	
<hr/> <p style="text-align: center;">Signature</p> <hr/>	
<hr/> <p style="text-align: center;">Date Signed</p> <hr/>	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS
CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes— (a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that— (a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165(b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met?Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and §663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that— (a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications. (b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	49 CFR 663(b)
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met?Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part. §663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS
CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis ¹ (1 REQD)	Buy America-Compliant Buses	
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165(b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—	
	(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and	
	(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQD)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
		(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—
	(1) Provide accurate records of all vehicle construction activities; and	
	(2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of:	
	(1) Ten or fewer buses; or	
	(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or	
	(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQD)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards.	
	If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply.	
	(a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	
	(b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS
CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amount S	
<p style="text-align: center;">Purchaser's Post-Award Requirements Certification 49 CFR §663.37</p>	
<p>I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and</p>	
<p>I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's</p>	
	Signature
	Date Signed

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.
2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
- b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
- c. **Paragraph 4.1:** "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
- d. **Paragraph 4.1.1** is hereby removed.
- e. **Paragraph 4.4.1:** "The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of $\frac{1}{2}$ ton, $\frac{3}{4}$ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
- f. **Paragraph 4.6.1:** " Anti-slip differential for two-wheel drive pickup trucks, $\frac{3}{4}$ ton, up to 19,500 GVW."

2. Special Terms and Conditions

The following sections are hereby modified to read:

- a. **Paragraph 11.1, (a-g):** "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

- b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
- c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
- e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
- f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.
4. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Contract Amendment Summary

CONTRACTOR: Midway Chevrolet	AMENDMENT NO.: Four (4)
DESCRIPTION: CTR059320 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

Contract Line Items per Scope of Work, Section 12:

1. Lines 32 through 57 are hereby added to reflect 2024 pricing increases as follows:

- Line item # 32 "Malibu -11% Off of MSRP-Phase 1" is hereby added.
- Line item # 33 "Trailblazer - 9% Off of MSRP-Phase 1" is hereby added.
- Line item # 34 "Equinox - 10% Off of MSRP-Phase 1" is hereby added.
- Line item # 36 "Blazer - 10% Off of MSRP-Phase 1" is hereby added.
- Line item # 38 "Traverse - 12% Off of MSRP-Phase 1" is hereby added.
- Line item # 39 "Tahoe - 10% Off of MSRP-Phase 1" is hereby added.
- Line item # 40 "Suburban - 10% Off of MSRP-Phase 1" is hereby added.
- Line item # 41 "Silverado 1500 - 10% Off of MSRP-Phase 1" is hereby added.
- Line item # 42 "Silverado 2500 - 12% Off of MSRP-Phase 1" is hereby added.
- Line item # 43 "Silverado 3500 - 10% Off of MSRP-Phase 1" is hereby added.
- Line item # 45 "Express Passenger - 15% Off of MSRP-Phase 1" is hereby added.
- Line item # 46 "Express Cargo - 15% Off of MSRP-Phase 1" is hereby added.
- Line item # 47 "Versa - 2% Off of MSRP-Phase 1" is hereby added.
- Line item # 48 "Kicks - 2% Off of MSRP-Phase 1" is hereby added.
- Line item # 49 "Sentra - 3% Off of MSRP-Phase 1" is hereby added.
- Line item # 50 "Altima - 6% Off of MSRP-Phase 1" is hereby added.
- Line item # 51 "Leaf - 5% Off of MSRP-Phase 1" is hereby added.
- Line item # 52 "Frontier - 3% Off of MSRP-Phase 1" is hereby added.
- Line item # 53 "Rogue - 3% Off of MSRP-Phase 1" is hereby added.
- Line item # 54 "Murano - 8% Off of MSRP-Phase 1" is hereby added.
- Line item # 55 "Pathfinder - 4% Off of MSRP-Phase 1" is hereby added.

2. The following line items are listed are added to reflect the new model year vehicles:

- Line item # 35 "Equinox EV at 0 % off of MSRP for Phase 1".
- Line item # 37 "Blazer EV at 0 % off of MSRP for Phase 1".
- Line item # 44 "Silverado EV at 0 % off of MSRP for Phase 1".
- Line item # 56 "C4500 / C5500 Silverado at 10 % off of MSRP for Phase 1".
- Line item # 57 "Low Cab Forward (LCF) at 20 % off of MSRP for Phase 1".

3. Contract line item number 58 "Additional Tax" is hereby added to the contract.

4. Contract line item 3, 5, 24 and 27, Validity End Date is hereby changed to 05/16/2024 as they are discontinued.

Contract Amendment Summary

CONTRACTOR: Midway Chevrolet	AMENDMENT NO.: Four (4)
DESCRIPTION: CTR059320 - New Vehicles Purchases	

5. Contract line item 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 26, 28, 29 and 30, Validity End Date is hereby changed to 06/17/2024 as they have new pricing.
6. All other terms, conditions and provisions of this contract remain unchanged.



English



Show Public Contracts

Co-Op Contract Designation

 Statewide Contract

Contract ID

Dates

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Status

Signed Filters Keywords : midway  Status : Signed 

Contract ID	Amendment #	Contract	Supplier	Type	Effective Date	
 CTR059320	4	New Vehicle Purchases Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	
 CTR059320	4	New Vehicle Purchases Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	
 CTR059320	4	New Vehicle Purchases Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	
 CTR059320	4	New Vehicle Purchases Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	
 CTR050351	5	Automotive Parts and Repair for Light Duty Vehicles (OEM PARTS, OEM LABOR and AUTO BODY) Amendment #5	MIDWAY CHEVROLET	Master Agreement	7/1/2020	
 CTR050351	5	Automotive Parts and Repair for Light Duty Vehicles (OEM PARTS, OEM LABOR and	MIDWAY CHEVROLET	Master Agreement	7/1/2020	

Filters	Keywords :	midway	Status :	Signed
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Status	Signed	X
	X	▼

Contract ID	Amendment #	Contract	Supplier	Type	Effective Date	Sourcing Project	Extended End Date	Owner Last Name	Owner First Name	Owner	Initial End Date	Statewide Cont
CTR059320	4	New Vehicle Purchases,Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	New Vehicle Purchases	3/16/2025	Kornell	Thomas	Thomas	3/16/2023	▼
CTR059320	4	New Vehicle Purchases,Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	New Vehicle Purchases	3/16/2025	Kornell	Thomas	Thomas	3/16/2023	▼
CTR059320	4	New Vehicle Purchases,Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	New Vehicle Purchases	3/16/2025	Kornell	Thomas	Thomas	3/16/2023	▼
CTR059320	4	New Vehicle Purchases,Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	New Vehicle Purchases	3/16/2025	Kornell	Thomas	Thomas	3/16/2023	▼
CTR059320	4	New Vehicle Purchases,Amendment #4	MIDWAY CHEVROLET	Master Agreement	3/17/2022	New Vehicle Purchases	3/16/2025	Kornell	Thomas	Thomas	3/16/2023	▼
CTR050351	5	Automotive Parts and Repair for Light Duty Vehicles(OEM PARTS, OEM LABOR and AUTO BODY) Amendment #5	MIDWAY CHEVROLET	Master Agreement	7/1/2020	Automotive Parts and Repair for Light Duty Vehicles	6/30/2025	Matura	Kim	Kim	6/30/2021	▼
CTR050351	5	Automotive Parts and Repair for Light Duty Vehicles(OEM PARTS, OEM LABOR and AUTO BODY) Amendment #5	MIDWAY CHEVROLET	Master Agreement	7/1/2020	Automotive Parts and Repair for Light Duty Vehicles	6/30/2025	Kornell	Thomas	Thomas	6/30/2021	▼
CTR069474	0	Medium and Heavy Duty Cabs, Chassis - State Funding	MIDWAY CHEVROLET	Master Agreement	1/18/2024	Medium and Heavy duty Cabs, Chassis and Busses	1/17/2025	Kornell	Thomas	Thomas	1/17/2025	▼
CTR069474	0	Medium and Heavy Duty Cabs, Chassis - State Funding	MIDWAY CHEVROLET	Master Agreement	1/18/2024	Medium and Heavy duty Cabs, Chassis and Busses	1/17/2025	Kornell	Thomas	Thomas	1/17/2025	▼
CTR069474	0	Medium and Heavy Duty Cabs, Chassis - State Funding	MIDWAY CHEVROLET	Master Agreement	1/18/2024	Medium and Heavy duty Cabs, Chassis and Busses	1/17/2025	Kornell	Thomas	Thomas	1/17/2025	▼
CTR069474	0	Medium and Heavy Duty Cabs, Chassis - State Funding	MIDWAY CHEVROLET	Master Agreement	1/18/2024	Medium and Heavy duty Cabs, Chassis and Busses	1/17/2025	Kornell	Thomas	Thomas	1/17/2025	▼
CTR041811	3	Medium and Heavy Duty Cabs, Chassis and Buses Amendment #3	MIDWAY CHEVROLET	Master Agreement	1/18/2019			Kornell	Thomas	Thomas	1/17/2020	▼