# STATE OF ARIZONA
## Department of Health Services

### NOTICE OF INVITATION FOR BIDS

**ARIZONA DEPARTMENT OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

**SOLICITATION NUMBER:** **HB954189**

**SOLICITATION DUE DATE/TIME:** **November 5, 2008, 3:00pm – Local Time**

**SUBMITTAL LOCATION:**
**Arizona Department of Health Services**
**Office of Procurement**
**1740 West Adams Street, Room 303**
**Phoenix, Arizona 85007**

**DESCRIPTION:** **Certified Paper Stock and Warehousing for Birth and Death Certificates for the Office of Vital Records**

**PRE-OFFER CONFERENCE:** **October 29, 2008 at 3:00 PM to be held at 1740 West Adams Street, Conference Room #309**

In accordance with A.R.S. § 41-2533, competitive sealed bids for the services specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Bids received by the correct time and date will be opened and the name of each Bidder will be publicly read.

Bids must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. Late Bids will not be considered.

Bids must be submitted in a sealed envelope or package with the Solicitation number and the Bidder's name and address clearly indicated on the envelope or package. All Bids must be completed in ink or typewritten. Additional instructions for preparing a Bid are included in this solicitation.

With 72 hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation Contact Person named below.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

Solicitation Contact Person:
Name: Cindy Sullivan

Email: sullivc@azdhs.gov

Telephone Number: 602-542-2934
Fax Number: 602-542-1741

# UNIFORM INSTRUCTIONS TO BIDDERS
## SOLICITATION NO. HB954189

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

1.1 **"Attachment**" means any item the Solicitation requires a Bidder to submit as part of the Bid.

1.2 **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Bid and any Best and Final Bids; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.

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

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

1.5.**"Days"** means calendar days unless otherwise specified.

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

1.7 **"Bid"** means bid, proposal or quotation.

1.8 **"Bidder"** means a vendor who responds to a Solicitation.

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

1.10 **"Solicitation"** means an Invitation for Bids ("IFB"), a Request for Bids ("RFP"), or a Request for Quotations ("RFQ").

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

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

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

2. **Inquiries**

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

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

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

2.4. Timeliness**.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be

submitted at least seven days before the Bid due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 **No Right to Rely on Verbal Responses**. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.

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

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

3. **Bid Preparation**

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

3.2 **Typed or Ink; Corrections**. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

3.3 **Evidence of Intent to be Bound.** The Bid and Acceptance form within the Solicitation shall be submitted with the Bid and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by the Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

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

i. **Invitation for Bids**. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

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

3.5 **Subcontracts.** Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

3.6 **Cost of Bid Preparation**. The State will not reimburse any Bidder the cost of responding to a Solicitation.

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

rejection of the Bid.

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

3.9 **Provision of Tax Identification Num**bers. Bidders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Bid and Acceptance Form.

3.10 **Employee Identification**. Bidder agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the Bidder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

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

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

3.13 **Solicitation Order of Precedence.** In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;
3.13.2 Uniform Terms and Conditions;
3.13.3 Statement or Scope of Work;
3.13.4 Specifications;
3.13.5 Attachments;
3.13.6 Exhibits;
3.13.7 Special Instructions to Bidders;
3.13.8 Uniform Instructions to Bidders.12.9 Other documents referenced or included in the Solicitation.

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

4. **Submission of Bid**

4.1 **Sealed Envelope or Package**. Except for electronic submissions, when authorized, each Bid shall be submitted to the submittal location identified in this Solicitation. Bids should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Bidder and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 **Bid Amendment or Withdrawa**l. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under applicable law.

4.3 **Public Record**. All Bids submitted and opened are public records and must be retained by the State. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the State. If an Bidder believes that information in its Bid should remain confidential, it shall indicate as confidential the specific

information and submit a statement with its Bid detailing the reasons that the information should not be disclosed.

Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 **Non-collusion, Employment, and Services**. By signing the Bid and Acceptance Form or other official contract form, the Bidder certifies that:

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

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

5. **Evaluation**.
Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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

5.3 Late Bids. A Bid submitted after the exact Bid due date and time shall be rejected.

5.4 Disqualification**.** A Bidder (including any of its' principals) who is currently debarred, suspended or otherwise awfully prohibited from any public procurement activity shall have its Bid rejected.

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

5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

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

6. **Award**.

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

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

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

7. **Protests**.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the

Procurement Officer before the Bid due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

8. **Comments Welcome**

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

# SPECIAL INSTRUCTIONS TO BIDDERS
## SOLICITATION NO. HB954189

**1. BIDDER QUALIFICATIONS**

Offeror shall have the equipment and personnel necessary to provide required goods/services, and be able to begin contract services upon contract award

**2. BID FORMAT**:

One (1) original and three (3) copies of each Bid shall be submitted to the Arizona Department of Health Services Procurement Office on the forms and in the format specified in the Invitation for Bid (IFB).

The original copy of the bid should be clearly labeled "ORIGINAL". The material should be in sequence and related to the Invitation for Bid. (IFB) The Arizona Department of Health Services shall not provide any reimbursement for the cost of developing or presenting bids in response to this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's bid and may result in the bid being rejected.

The bid shall contain and be presented in the following order:

a) Offer and Acceptance Form;
b) Specifications;
c) Completed Price Sheet;
d) Manufacturers Catalog/Price Sheet;
e) Signed Solicitation Amendment(s), if applicable;
f) Licenses;
g) Security Control Plan;
h) Paper Samples with similar characteristics to the specifications; and
i) References.

**3. BID OPENING:**

Bids shall be opened publicly at the time and place designated on the cover page of this document. The name of each Bidder and price shall be read publicly and recorded. Bids will not be subject to public inspection until after contract award.

**4. REFERENCES**

Bidder shall submit the names and telephone numbers for contact of at least three (3) existing customers who currently use the certified paper production and warehouse services. Bidder shall highlight references that are other state governments.

**5. EVALUATION CRITERIA**:

In accordance with the A.R.S. § 41-2533, Competitive Sealed Bidding, awards shall be made to the responsible and responsive Bidder whose bid meets the requirements and evaluation criteria set forth herein.

A. Cost

**6. SPECIFICATIONS AND SAMPLES:**

The specifications list shall be acceptable requirements for the certified security paper and secure warehouse services. It is required that the Bidder submit a bid that meets or exceeds the exact specifications as written.

The Bidder shall provide samples of the proposed paper to ADHS for evaluation as part of the bid. Provisions of the samples will be a factor in determining the Bidder's responsiveness.

**7. SECURITY CONTROL PLAN**:

The Bidder shall provide a copy of the Security Control Plan that shall become part of the contract and meet the minimum requirements of Manufacturing Security, as detailed in Paragraph Seven (7), Specifications.

**8. INCLUSIVE OFFERORS:**

If the Bidder uses subcontracts, Bidders are encouraged to make every effort to utilize subcontractors that are small, woman owned and/or minority owned business enterprises. Bidders who are committing a portion of their work to such subcontractors shall do so by identifying the type of services and work to performed by providing detail information concerning the organization's utilization of small, woman owned and/or minority owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**9. CONFIDENTIAL INFORMATION:**

If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact shall accompany the submission, and the information shall be so identified wherever it appears.

The information identified by the person as confidential shall not be disclosed until the Procurement Administrator makes a written determination.

**10. 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 Contractor 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.

**11. OFFSHORE PERFORMANCE OF WORK PROHIBITIED:**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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. Bidders shall declare all anticipated offshore services in the proposal.

**12. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS:**

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

# UNIFORM TERMS AND CONDITIONS
## SOLICITATION NO: HB954189

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 Bidder to submit as part of the Bid.

1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Bidders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Bid and any Best and Final Bids; and any Solicitation Amendments or Contract Amendments.

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

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

1.5 "Days**"** means calendar days unless otherwise specified.

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

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

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

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

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

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

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

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

2 **Contract Interpretation**

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;

2.3.5 Attachments;
2.3.6 Exhibits;
2.3.7 Documents referenced or included in the Solicitation.

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

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

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

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

3 **Contract administration and operation**.

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

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

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

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

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

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

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

3.8 Ownership of Intellectual Property

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

4 **Costs and Payments**

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 Bided by the contractor;
4.5.2 Cancel the Contract
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.

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 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all

products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000

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

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

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

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

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

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

8 **State's Contractual Remedies**

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 Bided 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 Bided 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 Bid or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

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

9.5 Termination for Default.

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

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

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

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

9.7 Contract Claims

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

10. 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).

# SPECIAL TERMS AND CONDITIONS
## SOLICITATION NO: HB954189

**1. PURPOSE:**

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ‘ 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the services as listed herein.

**2. TERM OF CONTRACT (3 YEARS):**

The term of the resultant Contract shall commence upon signature of both parties and shall remain in effect for (3) three years unless terminated, canceled, or extended as otherwise provided herein.

**3. CONTRACT EXTENSIONS TWO (2) YEARS:**

By mutual written Contract Amendment, any resultant Contract may be extended for supplemental periods of up to one (1) year for a maximum of two (2) years. The Contract term shall not exceed a total of five (5) years from the effective date of Contract.

**4. CONTRACT TYPE:**

Fixed Price

**5. CONTRACT ADMINISTRATION:**

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

**6. CONTRACT ORGANIZATION:**

ADHS reserves the right to make non-material format changes, change page numbering, correct errors in punctuation and spelling.

**7. CONTRACT PERFORMANCE:**

If at anytime during the course of the contract the Department makes the Contractor aware of any problems with their products or service, the Contractor shall take immediate action to investigate the cause and to develop a solution. Non-response or an untimely response can be grounds for non-use, contract suspension, or contract cancellation.

**8. LICENSES:**

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

**9. INFORMATION DISCLOSURE:**

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

**10. INVOICES:**

All invoices to the ADHS shall identify the specific service being billed. The services are to be identified by the type of the service listed on the Price Sheet.

**11. COMMUNICATION:**

The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the ADHS. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor of the ADHS throughout the effective period of the Contract.

**12. PRICE ADJUSTMENT:**

Contractor prices accepted and subsequently awarded by a contract in response to this solicitation shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The Office of Procurement will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or
material costs. The Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written Contract Amendment.

Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract Amendment.

**13. DELIVERY:**

The Contractor shall ship orders to the State Office of Vital Records FOB Destination with inside delivery, ship to the county offices prepaid with inside delivery and invoice the State for the shipping cost and the handling charges not to exceed indicated amount listed on Price Sheet.

The Contractor shall provide the monthly shipping and inventory reports to the State office of Vital Records.

The Contractor shall be responsible for all ADHS owned property stored at the Contractor's facility until delivery to ADHS or a County Public Health Office.

**14. FULL CARTON ORDERS**:

All orders shall be fulfilled and placed in cartons that are full. No carton will be accepted that is less than completely full.

**15. SHIPMENT IDENTIFICATION**:

Cartons shipped shall be identified with a batch or lot number and purchase order number on the outside of the carton. ADHS reserves the right to randomly sample shipments received and reject any shipment that does not meet specifications.

**16. PERSONNEL**:

It is essential that the contractor provide adequate experienced key and essential personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. "Key Personnel" is defined as directors, managers and supervisors that shall be responsible for the complete delivery of services, schedule, supervision of staff and preparation and delivery of reports. "Essential personnel" is defined as the staff required to complete the assigned task, including but not limited to supervisors, graphic artists, warehouse staff, shipping clerks and customer service staff. All staff shall meet the hiring requirements of the contractor and have the demonstrated ability to perform the service.

The Contractor agrees that once assigned to work under this Contract, key and essential personnel shall not be removed or replaced without written notice to ADHS.

If key or essential personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify ADHS in writing and shall, subject to the concurrence of the ADHS, replaced such personnel with personnel of substantially equal ability and qualifications.

At contract award, Contractor shall submit an organizational chart of the key and essential personnel providing the services. The plan shall include, but not be limited to, the listing of individuals and/or positions of key and essential personnel, including name and title.

## 17. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, 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, 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 indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or University of the State of Arizona*.

## 18. INSURANCE REQUIREMENTS

Contractor and subcontractor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

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 Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

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

**1. Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

- Each Occurrence $1,000,000

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

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

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

**3. Worker's Compensation and Employers' Liability**

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| • Each Accident | $ 500,000 |
| • Disease – Each Employee | $ 500,000 |
| • Disease – Policy Limit | $1,000,000 |

A. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
B. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. <u>ADDITIONAL INSURANCE REQUIREMENTS</u>:** The policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

**NOTICE OF CANCELLATION:**

Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the ADHS, Office of Procurement, 1740 West Adams Street Room 303, Phoenix, Arizona 85007and shall be sent by certified mail, return receipt requested.

**ACCEPTABILITY OF INSURERS**:

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

**VERIFICATION OF COVERAGE**:

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to State of Arizona Department of health Services, Office of Procurement,1740 W. Adams Room 303, Phoenix, Arizona 85007. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

**SUBCONTRACTORS:**

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

**APPROVAL:**

Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

**EXCEPTIONS:**

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

**19. EMPLOYEES OF THE CONTRACTOR:**

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

**20. PERSONNEL:**

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract.

**21. FINANCIAL MANAGEMENT:**

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund. Contractors receiving state funds shall comply with the certified compliance provisions of A.R.S. 35-181.03. Contractors receiving federal funds shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order of Purchase Order.

**22. FINANCIAL REQUIREMENTS:**

Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provisions of the Office of Management and Budget (OMB) Circular A-133, if applicable. Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. 35-181.03.

**23. PAYMENT PROCEDURES:**

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

**24. OFFSHORE PERFORMANCE OF WORK PROHIBITIED:**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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. Bidders shall declare all anticipated offshore services in the proposal.

**25. AUTHORIZATION FOR PROVISION OF SERVICES:**

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. No further obligation shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

**26. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT**

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and 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. All costs necessary

to verify compliance are the responsibility of the Contractor.

**27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

If applicable, the State may require the Contractor and any Subcontractor's to attest to the following:

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and Contractor will be in compliance with HIPAA, including cooperation and coordination with the State's privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign and date any documents

that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, individualized Business Associate Agreements.

If requested by the State, Contractor agrees to sign the State agency's confidentiality statement and to abide by the statements in the form addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training Bided by the State or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA privacy officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the State agency's HIPAA Privacy Compliance Officer.

**28. PANDEMIC CONTRACTUAL PERFORMANCE**

A. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the Pandemic Performance Plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

2. Alternative methods to ensure there are products in the supply chain.

3. An up to date list of company contacts and organizational chart.

B. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.

2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.

3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at is sole discretion, may reinstate the temporarily voided Contract(s).

**29. FITNESS OF THE MATERIAL:**

In addition to the terms and conditions of the Uniform Terms and conditions, Article 7, Warranties, section 7.2.2, the following shall apply:

The Contractor warrants that any materials supplied to the State shall, for a period of one (1) year from the date of delivery of any of the materials, fully confirm to (i) all requirements of the Contract, (ii) all specifications of the Contract, (iii) any additional specifications, samples or approved proofs which have been agreed upon between

the parties prior to production, and (iv) be free from defects in workmanship and materials (the "Products Warranty"). Contractor shall, at its option, either (i) replace, (ii) repair, or (iii) credit the products' prices for any products that do not conform to the Products Warranty. The Products Warranty shall expire one (1) year from the date the products are delivered to the State; provided, however, no claim for breach of the products Warranty may be made after any substantial portion of the products have been consumed or processed. Contractor makes no warranty to the State regarding the substance, wording or legality of the contents of the products.

**30. RETURN OF GOODS UPON TERMINATION FOR DEFAULT:**

In addition to the terms and conditions of the Uniform Terms and Conditions, Article 9.5, Termination for Default, section 9.5.2, the following shall apply:

The Contractor shall not be obligated to release any and all rights to and return materials to the extent they contain Contractor's own proprietary intellectual property, including without limitation, Contractor's trademarks, copyrights, patent rights, or trade secrets which are owned by or licensed to the Contractor (Contractor's Proprietary Intellectual Property). If the Contractor's Proprietary Intellectual Property can be removed from the materials using reasonable commercial efforts, Contractor shall so remove its Proprietary Intellectual Property and give the sate the materials minus the Contractor's Proprietary Intellectual Property.

**31. ORIGINAL ARTWORK:**

All originals, photographs, artwork, paste-ups, negatives and magnetic media, if any, provided to the Contractor by the State and used in the production of printing for the State shall remain and/or become the property of the State of Arizona and shall be delivered to the ordering agency, together with the printed material. Provided, whoever, the Contractor shall not be obligated to release any and all rights in and return such materials to the extend they contain Contractor's own proprietary intellectual property. If the Contractor's Proprietary Intellectual Property can be removed from the materials suing reasonable commercial efforts, Contractor shall so remove its Proprietary Intellectual Property and give the State the materials minus the Contractor's Proprietary Intellectual Property. In addition, all returned artwork, paste-ups negatives and magnetic media shall be in reusable condition and any damage thereto shall be considered the responsibility of the Contractor.

**32. DISPOSTION OF PRINT PRODUCTION MEDIA:**

All originals, photographs, artwork, paste-ups, negatives, dies and/or magnetic media or any other work used in the production of printing for the State shall remain and/or become the property of the State of Arizona and shall be delivered to the ordering agency, together with the printed material. Provided, however, the Contractor shall not be obligated to released any and all rights in and return such materials to the extend they contain Contractor's own proprietary intellectual property. If the Contractor's Proprietary Intellectual Property can be removed from the materials using reasonable commercial efforts, Contractor shall so remove its Proprietary Intellectual Property and give the State the materials minus the Contractor's Proprietary Intellectual Property.

**33. PERFORMANCE CRITERIA:**

Products delivered shall strictly confirm with the approved samples and shall comply with the parameters established in relation to the performance criteria.

**34. DAMAGE OF PRINT PRODUCTION MEDIA:**

All originals, photographs, artwork, paste-ups, negatives, dies and/or magnetic media shall be in a usable conditions and any damage thereof shall be considered the responsibility of the Contractor.

**35. FOUR COLOR PRINT STANDARDS:**

Any four-color process printing must be of the highest printing standards. Bleeding of colors, variations from intended color hues, spotting, ghosting and inconsistency in color will not be acceptable.

# SPECIFICATIONS
## SOLICITATION NO: HB954189

**1. Background:**

The Arizona Department of Heath Services Office of Vital Records (ADHS OVR) has an ongoing need for Certificate Paper with security features built into the document that cannot be duplicated by an unauthorized individual. This certificate paper is used to provide certified copies of Vital Records, including but not limited to, birth and death certificates. This Contract is for secure storage of ADHS owned certified paper and distribution to ADHS and State of Arizona Counties.

**2. Purpose:**

Pursuant to provisions of the Arizona Procurement Code, A.R.S.'41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

**3. SPECIFICATIONS:**

**Document Size, Construction and Paper Stock Requirements**

A. Size: 8 1/2" X 11";

B. Single sheet;

C. 28#, acid free paper with no optical brighteners; UV dead paper with a two tone Fourdrinier true watermark depicting the "Great Seal of the State of Arizona" in repeated and continuous format.

D. Offset printed documents must be acceptable for processing on electrostatic copying equipment and laser printer and include physical properties to accept and hold an Image recorded;

E. Paper shall be printed using a protective laminate product equal to or better than Laser Lock® on the entire face of each sheet to assure adherence of laser and copier toner and prevent alterations;

F. Chemically reactive to prevent chemical alteration or "Washing" or document; and

G. Overt and covert security fibers shall be integrated in the paper.

**4. Security Printing Requirements**

A. Prismatic printing of the face of the paper varying from blue at the borders to pink at the center using printing with continuous line, not images;

B. Circular medallions in lower right and left corners of the form overprinted by the lithograph process as follows:

1. A consecutive number (lower left corner) and the logo of the Arizona Department of Health Services (lower right corner); and

2. The borders of these medallions shall be a single solid outer line and an inner line of micro-print spelling out "STATE OF ARIZONA" repeated to appear as a dotted line.

C. Paper numbering as follows:

1. Consecutive numbering printed using red bleed-through ink starting with a number to be provided by ADHS OVR. Numbering will appear as a reverse image on the face of the paper and forward on the back of the paper. ("*Mirage image" printing);*

2. Contractor shall guarantee that there are no missing or duplicated numbers; and

3. Number shall be printed using special numbering font exclusive to the Contractor. ADHS will provide the numbering font specifications and the Contractor shall purchase the necessary printing font.

D. Lithographic color seal and State of Arizona outline on face and overall duo-tone under-tint;

E. Border Ink Color: Blue;

F. A line of micro printing of words "VITAL RECORD" repeated to appear as a ruled line just above the lower border.

G. Overall prismatic under tint to be printed with fluorescent erasure sensitive oil base erasable ink with latent "VOID" feature to deter photographic reproduction and to render evident any attempts to alter by mechanical or chemical means;

H. Facsimile signature and titles to be printed in black ink. Beneath the facsimile signature, an apparent signature line composed of micro-printing spelling out the same name as the facsimile signature;

I. A line of text above the micro-print line specified in item 'F' above stating: "This copy not valid unless prepared on a form displaying the State Seal and impressed with the raised seal of the issuing agency."

J. A certification statement to the right of the left-hand circular medallion that states: "This is a true certification of the facts on file with the Office of Vital Records, Arizona Department of Health Services. Phoenix, Arizona.

K. A text box within the top border with "CERTIFICATION OF VITAL RECORD" in plain block letters;

L. A text box within the bottom border with "ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT", in plain block letters;

M. A text box below the top border with "STATE OF ARIONA" in plain block letters; and

N. Revision date shall be printed right of the left medallion and shall read "Revised (mm/yyyy)". ADHS OVR will provide the month and year prior to printing.

**5. <u>Packaging Requirements:</u>**

A. Shrink wrapped in quantities of 250 sheets;

B. Packed in cartons of uniform size, containing 2,000 documents each; and

C. The following label to appear on end of each carton:

1. Order Number
2. Quantity
3. Starting and Ending Numbers
4. Carton # of # of Cartons

NOTE: Carton numbers shall be sequential and shall not be tied to a given order. For example, numbering shall begin with one (1) on the first order. For the second and subsequent orders, numbering shall begin with the last carton number of the previous order plus one.

**6. Warehousing and Distribution**:

A. Within forty-five (45) days of the Contract start date and the receipt of an approved proof, the Contractor shall have 500,000 sheets printed and placed in inventory.

B. All subsequent printing of paper for inventory must be approved/authorized by ADHS OVR in advance; quantities shall be printed as specified by ADHS OVR.

C. The Contractor shall invoice ADHS OVR for the quantity of sheets ordered by ADHS OVR and printed by the Contractor.

D. The Contractor shall warehouse all paper and distribute based upon specific orders approved and submitted by ADHS OVR;

i. ADHS OVR will fax the order to the Contractor. See sample order form. (Exhibit A)

ii. Paper is to be shipped in sequential numbering order

iii. Fulfillment of orders shall be as follows:

1. Orders received by the warehouse prior to 11 a.m. will be shipped the same day

2. Orders received after 11 a.m. will be shipped the following business day.

iv. The Contractor shall fill the order in increments of 2,000 sheets (full carton) from secured storage and ship the order directly to the recipient identified on the order form (State Office of Vital Records or specific county office).

v. The Contractor shall provide electronic (e-mail) notification of shipment to ADHS OVR and the identified contact person on the order form

E. Shipments are FOB destination with inside delivery to the State Office of Vital Records;

F. Shipments are prepaid destination (PPD) with inside delivery to the County Offices of Vital Records;

G. The Contractor shall be paid a handling charge of per order filled as per the Contract Price Sheet;

H. The Contractor shall invoice ADHS Office of Vital Records for shipping and handling costs on a monthly basis. See sample invoice form. (Exhibit B)

I. A monthly report will be sent to ADHS OVR that includes current warehouse inventory and the recent order history for the state and each county office. See sample shipping report. (Exhibit C)

**7. Manufacturing Security:**

The Contractor shall submit their security control plan that includes the description of security features for each of the following categories: location, facility, personnel, storage.

A. The documents shall be printed under secure conditions;

B. The vendor shall have an Armed Guard Service 24/7;

C. All work, plates, and materials shall be kept in a locked vault;

D. All spoilage, quality control samples, and docket materials must be logged and destroyed by incinerating on premises;

E. Exterior doors shall be of security type and equipped with uniformed locking devices and alarm contacts;

F. There shall not be any points of access to the roof from the outside or from the inside of the facility;

G. All production areas shall have limited access;

H. Shipping manifest is made up and cartons are pulled in sequential order; and

I. Inks not commercially available shall be formulated and mixed on vendor's premises.

**8. Deliverables**:

A. A current Certificate of Liability Insurance within five (5) business days of notice of contract award that includes all the specific types of insurance and other requirements as listed in the Special Terms and Conditions Insurance section;

B. Printed sheets per the specifications and quantity requested by ADHS OVR;

C. Monthly reports that includes current warehouse inventory and recent order history for ADHS OVR and each County Office; and

D. Monthly invoice.

**9. Notices, Correspondence, Reports and Invoices:**

**A.** Notices, correspondence, reports and invoices from the Contractor to the Department shall be sent to:

Ann Froio, Procurement Administrator
Arizona Department of Health Services
Office of Procurement, Room 303
1740 West Adams Street
Phoenix, Arizona 85007
602-542-2929
602-542-1741 (fax)
froioa@azdhs.gov

With a copy to:

ADHS Office of Vital Records
Deb Heemstra, Business and Finance Manager
P.O. Box 3887
Phoenix, AZ 85030-3887
602-364-1225
602-364-1257 (fax)
heemstd@azdhs.gov

**B.** Notices, correspondence, reports and payments from the Department to the Contractor shall be sent to:

Payments from ADHS to the Contractor shall be sent to:

Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____
Fax _____
Email _____

| | | |
|---|---|---|
| | **OFFER AND ACCEPTANCE**<br>**SOLICITATION NUMBER: HB954189** | **ARIZONA DEPARTMENT OF HEALTH SERVICES**<br>1740 West Adams Street<br>Phoenix, Arizona 85007<br>(602) 542-1040<br>(602) 542-1741 Fax |

Submit this form with an original signature to the:

Arizona Department of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007

ADHS Contact: Cindy Sullivan
Telephone: 602-542-2934
Fax: 602-542-1741
E-mail: sullivc@azdhs.gov

The Undersigned hereby Bids and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

In accordance with A.R.S. 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. 35-397, the offeror hereby certifies that the offeror does not have any scrutinized business operations in Sudan.

Arizona Transaction (Sales) Privilege Tax License No: _____

Federal Employer Identification No: _____

For Clarification of this Bid, Contact:

Name: _____

Telephone: _____
FAX: _____

_____
Company Name

_____
Signature of Person Authorized to Sign Bid

_____
Address

_____
Printed Name

_____
City, State, ZIP Code

_____
Title

BID ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Bid is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Bid as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: HB954189

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____

_____
PROCUREMENT OFFICER

# PRICE SHEET
## SOLICITATION NO: HB954189

| Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| ADHS OVR Certified Paper | 500,000 each | $ | $ |
| County Shipment / Order Processing Charge | Per each order and location | $ | $ |
| | | | |

A. OFFEROR NOTE: Please check as many as applicable:

_____I certify that my company is a Woman-Owned Business Enterprise (WBE).
A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____I certify that my company is a Minority-Owned Business Enterprise (MBE).
An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____I certify that my company is a Small Business.
A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars ($4,000,000) in gross receipts.

# EXHIBIT A
## SOLICITATION NO: HB954189

**Qty. of cartons needed (2,000 forms per):** _____

**Please check method of Shipment:**

- ❑ UPS Ground
- ❑ UPS 2nd Day
- ❑ UPS Next Day

Name: _____

Attn: _____

Address: _____

Address 2: _____

City, State: _____

Zip: _____

Email: _____

Phone: _____

Fax: _____

*If there is a discrepancy in your order, please contact XXXXXXXXXXXX immediately at XXX.XXX.XXXX*

**KEEP A COPY OF THIS ORDER FOR YOUR RECORDS.**

Orders received by 11 a.m., Monday-Friday will ship same day.

Orders received after 11 a.m. will ship the following business day.

# EXHIBIT B
## SOLICITATION NO: HB954189

State of Arizona Monthly
Billing
*Month, Day, Year through Month, Day Year*

Number of Sheets Shipped  Serial Number Range (Beginning number through ending number)

| Number of Orders | Handling Fee | Extended Cost |
|---|---|---|
| | | $0.00 |
| | Subtotal | $0.00 |
| Shipping Charges | | $0.00 |
| | TOTAL | $0.00 |

# EXHIBIT C
## SOLICITATION NO: HB954189

**Shipping / Inventory Report**

***Month Year***

| Order No. | Location No. | Name | Address Line 1 | Address Line 2 | Attention | City | State | Zip | Product Description | QTY | Serial Number | Serial Number | Shipping Method | Handling Fee | Shipping Charges | Tracking Number | Inventory Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | **$0.00** | **$0.00** | | |