



MG MICHAEL T. MCGUIRE  
THE ADJUTANT GENERAL

STATE OF ARIZONA  
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS  
DEMA Procurement Office, Building #M5800  
5645 East McDowell Road  
Phoenix, Arizona 85008-3495  
Telephone: 602.267.2699 Fax: 602.267.2576

## REQUEST FOR QUOTATION: APP #BPM001590/M19-0061

**QUOTATION DUE DATE: 3:00 P.M. (AZ TIME), July 30, 2019**

In accordance with the Arizona Procurement Code, A.R.S. §41-2535, Procurements not exceeding \$100,000.00 for the material or service specified will be received through Arizona Procurement Portal (APP), by the Department of Emergency and Military Affairs, Purchasing and Contracting Office (State), until the date and time cited.

**In Accordance with ARS §41-2535 (B), This Procurement is Restricted to Small Business**

**MATERIAL OR SERVICE: 6 Gas Monitor**, Camp Navajo 1 Hughes Avenue, Bellemont, AZ, 86015.  
Please refer to the attachment labeled "Scope of Work" in APP.

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

Offerors shall copy and save APP attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately renamed Attachment in APP. APP will not save information entered directly on the attachments.

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

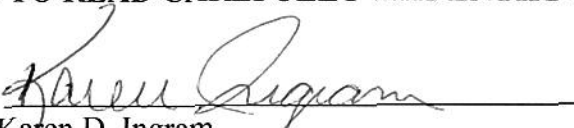
People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility by contacting the Procurement Officer. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency and Military Affairs Procurement/Contracting Office.

**FOR QUESTIONS REGARDING THE SOLICITATION PACKAGE AND THE SCOPE OF WORK/SPECIFICATIONS:** Submit questions in writing via the "Q&A" tab in APP.

**CONTRACT TYPE:** FIRM, FIXED PRICE      **CONTRACT TERM:** Single Requirement

**PROCUREMENT OFFICER:** Lisa Ledbetter      **TELEPHONE:** (602) 267-2699

**OFFERORS ARE STRONGLY ENCOURAGED TO READ CAREFULLY THE ENTIRE SOLICITATION.**

  
Karen D. Ingram  
As Chief Procurement Officer and Not Personally



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Uniform Terms and Conditions <a href="https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf">https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf</a>	

Scope of Work/Specifications – Attached separately and labeled accordingly

Attachments

- Offer and Acceptance**
- Designation of Confidential, Trade Secret & Proprietary Information**
- Subcontractors and Materials Supplies List**
- Certificate of Corporate Authority**
- Participation in Boycott of Israel**

The **documents and forms listed above in boldface type** must be completed and returned by the Offeror. Other documents may be required. Offeror should carefully review all sections of the Request for Quote.



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**SPECIAL INSTRUCTIONS TO OFFERORS**

**1. SPECIAL INSTRUCTIONS TO OFFERORS**

**1.1.** The State of Arizona's Uniform Instructions to Offerors are hereby incorporated by reference as if fully set forth herein and attached separately within the APP solicitation. This document may be accessed through the ADOA State Procurement Office Web Site:

<https://spo.az.gov/sites/default/files/documents/files/Uniform%20Instructions%20to%20Offerors%20%28rev%209-2014%29.pdf>

**1.2. PREPERATION/SUBMISSION OF THE QUOTATION**

**1.2.1. Scope of Work**

**1.2.1.1.** **NOTICE:** In accordance with R2-7-A301 Source Selection Method: Determination Factors (D); Funds for this project are not currently available and that any contract awarded will be conditioned upon the availability of funds. It is reasonable to believe that sufficient funds will become available.

**1.2.1.2.** The intent of this solicitation is to allow the Arizona Department of Emergency and Military Affairs to enter into a contract(s) for the procurement of the following specified products/services, as specified herein, at a fixed .

**1.2.1.3.** The Scope of Work is hereby incorporated and attached separately within the APP Solicitation.

**1.2.2. Offer and Acceptance**

**1.2.2.1.** In order to allow for an adequate evaluation and determination of funds, the Department requires an offer in response to this solicitation to be valid and irrevocable for one hundred eighty (180) days after the opening time and date.

**1.2.3. Offer Submission, Due Date and Time**

Offers in response to this solicitation shall be submitted within the State's eProcurement system, APP (<https://appstate.az.gov>). Bid prices shall be submitted electronically through APP. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside APP, or those that are received on or after the date/time stated in the 'Bid opening date' field, shall be rejected. Questions in about APP shall be directed to the Procurement Officer or to the APP Help Desk ([procure@azdoa.gov](mailto:procure@azdoa.gov) or 602-542-7600).

To submit an Offer, Offerors must register in the APP system. Offerors requiring assistance in the registration process or in navigating the APP system may contact the Help Desk at 602-542-7600.



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**1.2.4. Electronic Documents**

The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any Attachments, Exhibits, Forms, Charts or Illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

**1.2.5. Acceptable Formats**

Offer electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

**1.2.6. Questions, Clarifications or Interpretations**

Any doubt as to the requirements of the Solicitation or any apparent omissions or discrepancies shall be presented in writing through APP. The Department shall determine the appropriate action necessary, if any, and issue a solicitation amendment to the Solicitation through APP.

**1.2.7. Acknowledgement of Solicitation Amendments**

All Solicitation Amendments shall be acknowledged electronically, through APP, prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.

**1.2.8. Confidential Information**

If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be clearly identified within the Offer as confidential whenever it appears. The State, pursuant to A.R.S. §41-2533(D) or A.R.S. §41-2534(D) shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision noted in §41-2611 through §41-2616.

**1.2.9. Brand Name (or Equal)**

Reference made to items, identified by trade name, is intended to show kind and quality of products desired and is not intended to be restrictive or limit competition. The use of brand names or manufacturer's catalog references shall be constructed as quality level, method and type of performance and does not indicate that item cited is mandatory. **Products substantially equivalent to those designated shall qualify for consideration.**

**Vendor Offers:** \_\_\_\_\_



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**1.2.10. Descriptive Literature**

**1.2.10.1.** Vendor shall identify items, with manufacturer's name and catalog/model number. In addition, vendor shall furnish descriptive literature, including technical specifications of items other than specified and must identify any variances to facilitate comparison of bids.

**1.2.10.2.** Failure to submit descriptive literature or to identify any variances may result in bid disqualification.

**1.2.11. References**

Upon request, the bidder shall furnish no less than three (3) firm/company names, contact names, e-mail address and telephone numbers of customers for whom he has provided the same type service specified in this solicitation. All references provided must be for work performed within the last three (3) calendar years.

**1.2.12. Offer and Acceptance**

Offers shall include a signed Offer and Acceptance form. The **Offer and Acceptance Form** shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically with the submitted quotation no later than the Offer due date and time.

Failure to return an Offer and Acceptance Form may result in rejection of the Offer.

**1.2.13. Contract Payment Terms**

Offerors must indicate the prompt payment terms that they will offer to the State (for example: 2/10 Net 30; 2/15 Net 30, etc.)

**1.2.13.1.** At a minimum, Offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

**1.2.13.2.** Payment Terms: Net \_\_\_\_\_ Days/Or Invoices herein can be discounted by \_\_\_\_\_% if payment is made within \_\_\_\_\_ Days of Invoice Receipt.

**1.2.14. Prompt Payment Discounts**

**1.2.14.1.** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date Department's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. The Department shall be entitled to take advantage of any payment discount offered by Contractor provided payment is made within the discount period

**1.2.15. Delivery**

**1.2.15.1.** As delivery will be an important consideration in awarding this bid, vendor shall indicate his best delivery time below:



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**1.2.15.2.** Delivery time: \_\_\_\_\_ days after receipt of (ARO) Purchase Order.

**1.2.16. Shipping Terms**

Vendor is requested to submit their best price, F.O.B. Destination, freight prepaid, to the previously cited location(s).

Reference Special Terms and Conditions for additional shipping information and requirements.

**1.2.17. Invoicing and Payment**

All billing notices or invoices shall be sent to the Department whose address appears on the contract release/purchase order as the "bill to" address and should contain at a minimum the following information:

- 1.2.17.1.** Both the contract number and contract release/purchase order number;
- 1.2.17.2.** Name and address of the contractor;
- 1.2.17.3.** The contractors federal identification number;
- 1.2.17.4.** The contractors remittance address;
- 1.2.17.5.** Contractor's representative to contact concerning billing questions;
- 1.2.17.6.** A description of the goods or services provided;
- 1.2.17.7.** Date of Service;
- 1.2.17.8.** Itemized (if applicable) and total invoice pricing;
- 1.2.17.9.** Applicable taxes
- 1.2.17.10.** Payment(s) shall not be construed to be an acceptance of defective work.
- 1.2.17.11.** Delivery of product shall not constitute acceptance.

**1.2.18. Attachments**

Submit concurrently with the submittal of the quotation electronically in APP. Failure to submit Attachments may deem your quote non-responsive.

**1.3. PRICING**

- 1.3.1.** Submissions (bids) failing to comply with the pricing requirement(s) may be determined non-responsive.



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**1.3.2.** Unit Prices shall be submitted in the “Items Tab” in APP and shall be all inclusive as applicable to include:

- 1.3.2.1.** Cost of materials, including cost of delivery;
- 1.3.2.2.** Labor and costs associated thereto;
- 1.3.2.3.** Rental costs of equipment and machinery;
- 1.3.2.4.** Insurance and bond premiums;
- 1.3.2.5.** Overhead and profit.
- 1.3.2.6.** Inspections and testing

**1.3.3. Taxes**

The State of Arizona is subject to all applicable state and local transaction privilege taxes and is not exempt from Federal Excise Tax, including the Federal Transportation Tax. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the lowest bidder.

- 1.3.3.1.** Taxes shall be submitted in the “Items Tab” in APP. All applicable state and local transaction privilege taxes are to be listed separately for the base and alternate prices on the named line indicated in APP.

**1.4. EVALUATION**

**1.4.1. Evaluation**

This contract shall be awarded to the lowest, responsive, responsible vendor meeting the minimum specifications and requirements set for in this solicitation, including criteria to determine acceptability such as workmanship, proper licensing, delivery, and suitability for the specified purpose.

**1.4.2. Small Business Restriction**

In accordance with A.R.S §41-2535 this purchase is restricted to small businesses. The bidder must certify on the Offer and Acceptance (Form 203) its status as a small business.

- 1.4.2.1.** As defined by A.A.C. R2-7-101(46), a small business is for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.

- 1.4.2.2.** Notwithstanding the State's intent to award to a small business, **the State reserves the right to determine that restricting the procurement to small businesses is not practical under the circumstances.**

- 1.4.2.3.** The Request for Quotation shall only be awarded to a Small Business, as defined in R2-7-101, unless any of the following apply:

- 1.4.2.3.1.** The purchase has been unsuccessfully competed under Subsection (B) of this Section (R2-7-D302, Request for Quotation), including failure to obtain fair and reasonable prices;



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**1.4.2.3.2.** The Agency Chief Procurement Officer has made a written determination that less than three small businesses are registered on the prospective suppliers list; or

**1.4.2.3.3.** The Agency Chief Procurement Officer has made a written determination prior to issuing a request for quotation that restricting the procurement to small business is not practical under the circumstances.

**1.4.3. Award**

**1.4.3.1.** It is the intention of the Department of Emergency and Military Affairs to award a single contract for all of the proposed work.

**1.4.4. Multiple Awards**

**1.4.4.1.** In order to assure that any ensuing contracts will allow the agency to fulfill current and future requirements, the agency reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the agency. The fact that the agency may make multiple awards should be taken into consideration by each potential contractor.

**1.4.5. Financial Stability**

The Bidder must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this contract.

**1.4.6. Clarifications**

Clarification shall mean written and/or oral communication(s) with the Bidder/Offeror to include demonstrations, questions and answers, etc., in order to eliminate minor informalities or correct nonjudgmental mistakes in a bid or proposal. Clarification does not otherwise afford the Bidder/Offeror the subsequent opportunity to alter/change its bid or proposal.

**1.4.7. Contract Implementation Meetings**

Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of the State. The contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate State's and Contractor's staff and representatives attend. The State reserves the right to decline conference call attendance or participation.





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**1.4.8. Contract Award**

The State intends to award a firm fixed price contract resulting from this solicitation to the responsible Offeror(s) whose bid represents the best value after evaluation in accordance with the factors and sub factors identified in the solicitation. The State may reject any or all bids if such action is in the State's best interest. The State may waive informalities and minor irregularities on bids received. The State reserves the right to make an award on any item for any quantity less than or more than the quantity offered, at the unit costs or prices offered. The Offeror(s) shall consider a decrease in price based on volume discount.

**1.5. After Award of Contract**

Substitutions will not be considered except when the originally approved materials or equipment is no longer available. The Purchasing Officer Representative (POR) may consider a formal request for substitution under the following conditions:

**1.5.1.** The request is accompanied by complete data on the proposed substitution which confirms compliance with the Contractual documents to include: Product Identification and Description, Performance/Test Data, References and Samples (when applicable). An itemized comparison of the proposed substitution must be submitted and include the products specified or named by Addenda with all data relating to Contract time schedule, design and artistic effect.

**1.5.2.** The request is accompanied by accurate and complete cost data of the proposed substitution compared with the original product specified -- whether or not modification of the Contract sum is to be a consideration.

**1.5.3.** When forwarded by the Contractor to the POR, requests for substitution are understood to mean that the Contractor:

**1.5.3.1.** Represents that he has thoroughly and personally investigated the proposed substitute product and then determined that the proposed substitution is equal to or better than the items originally specified;

**1.5.3.2.** Will provide the same guarantee for the substituted item that he would for that specified;

**1.5.3.3.** Certifies that the cost data presented is complete, accurate and includes all related costs under this Contract, but excludes costs under separate contracts, and that he waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

**1.5.3.4.** Will coordinate the installation of the accepted substitute and make changes as required for the work to be completed in all respects.

**1.5.3.4.1.** Substitutions will not be considered if:

**1.5.3.4.1.1.** Implementation requires a substantial revision of the Contract Documents in order to accommodate usage.

**1.5.3.4.1.2.** They are indicated or implied on shop drawing submissions without a prior approved formal request.



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**1.5.3.5.** Specified material has been clearly reviewed and approved. Contractor shall guarantee that the material meets all requirements of the Specifications and Drawings.

**1.5.3.5.1.** The POR may require the Contractor remove from the site, material or equipment not specified. The POR may also require the Contractor to substitute satisfactory materials or equipment without delay at no added cost to the Owner. Work damaged by the change shall be the responsibility of the Contractor.



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**2. SPECIAL TERMS AND CONDITIONS**

**2.1.** The State of Arizona's Uniform Terms and Conditions are hereby incorporated by reference as if fully set forth herein and attached separately within the APP solicitation. This document may be accessed through the ADOA State Procurement Office Web Site:

[https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9\\_%28Rev%207-1-2013%29.pdf](https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf)

**2.2. CONTRACT APPLICABILITY**

**2.2.1. Notice:** In accordance with R2-7-A301 Source Selection Method: Determination Factors (D); Funds for this project are not currently available and that any contract awarded will be conditioned upon the availability of funds. It is reasonable to believe that sufficient funds will become available.

**2.2.2. Purpose**

Pursuant to the provisions of the Arizona Procurement code, A.R.S. §41-2501, et. seq., the State of Arizona, Department of Emergency and Military Affairs intends to contract for the supplies, services or construction listed herein. The contractor shall comply with all the requirements found within the contract and solicitation as amended. All previous agreements, contracts, or other documents, which have been executed between the Contractor and the Department, are not applicable to this solicitation or resultant contract.

**2.2.3. Authority to Contract**

This Contract activity is issued under the authority of the Arizona Department of Emergency and Military Affairs, Chief Procurement Officer. No alteration of any portion of the Contract, any items or services awarded, or any other agreement that is based upon this Contract may be made without express written approval of the Department in the form of an official Contract amendment. Any attempt to alter any documents on the part of the ordering agency or any Contractor is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to legal and Contractual remedies available to the State inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

**2.2.4. Documents for Award**

The Department will not sign any agreements or any other documents presented for the services listed herein. The completed Offer and Acceptance form signed by the Chief Procurement Officer and the award notice will be the Contract.

**2.2.5. Eligible Agencies**

Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Emergency and Military Affairs.

**2.3. CONTRACT ADMINISTRATION**

**2.3.1. Term of the contract** The term of any resultant contract should commence on the date of award and is intended for the single requirement identified herein.



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**2.3.2. Delivery Acceptance**

Delivery shall be accomplished between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday only, except holidays.

**2.3.3. Amendments**

Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Department of Emergency and Military Affairs Procurement Office.

**2.3.3.1.** The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

**2.3.4. Contract Changes**

The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and this contract may only be modified by a written amendment signed individually by an agent from both parties who are authorized to enter into contracts on behalf of the State of Arizona and the Contractor.

**2.3.5. Shipping**

Prices shall be F.O.B Destination, freight prepaid to any delivery location in the State of Arizona, delivered to the specific receiving point as required by the ordering entity at the time of order. Contractor shall retain title and control of all goods until they are delivered, received and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The ordering entity shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

**2.3.6. Appropriation of Funds**

Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and neither the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**2.4. PRICING**

**2.4.1. Pricing**

All Inclusive. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work/Scope of Work and all aspects of the Contractor's offer



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as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

### 2.4.2. Price Reduction

A price reduction may be offered at any time during the term of this contract and shall become effective upon notice. The price reduction request shall be in writing.

## 2.5. PRODUCTS

### 2.5.1. Current Products

All products being offered in this contract shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of **meeting or exceeding all specifications and requirements set forth in this contract.**

### 2.5.2. Serial Numbers

Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the Department of Emergency and Military Affairs reserves the right to reject any altered equipment.

### 2.5.3. Recall Notices

In the event of any recall notice, technical service bulletin, or other important notification affecting a product offered under this contract, a notice shall be sent to the Department of Emergency and Military Affairs. Each notice shall reference the affected purchase order and product being recalled.

### 2.5.4. SDS Sheets

If any item(s) offered under this contract contain a hazardous chemical, as defined under OSHA 29 CFR 1910.1200, the Contractor shall include the appropriate Safety Data Sheet(s) with the initial delivery or shipment and provide a copy to the designated Purchasing Officer Representative and the Purchasing Officer, including any updated SDS sheets thereafter. The Contractor, distributor or manufacturer may make access to Safety Data Sheets available online via their website, however, Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

### 2.5.5. Warranty

The Contractor shall guarantee its products to be free from defect in materials and workmanship, given normal use and care, over the period of the applicable manufacturer's warranty. Manufacturer's warranties are the sole responsibility of the manufacturer and must be official and standard (not customized) documents that are signed by a manufacturer's representative.



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**2.6. SAFETY STANDARDS**

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

**2.7. SUSPENSION OF WORK**

The State shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices.

**2.8. CANCELLATION**

This contract is critical to the State of Arizona. The State reserves the right to immediately cancel in whole, or in part, this contract due to the failure of the Contractor to carry out any obligation, term or condition contained herein.

The State will issue written notice of default that shall be effective immediately and/or state the effective termination date. Default shall be for acting or failing to act as in any of the following:

- 2.8.1.** The Contractor provides material that does not meet the specifications of the contract;
- 2.8.2.** The Contractor fails to adequately perform the services set forth in the specifications;
- 2.8.3.** The Contractor fails to complete the work required or to furnish the materials required within the time stipulated;
- 2.8.4.** The Contractor fails to make progress in the performance of the contract and/or gives the State reason to believe that the Contractor will not, or cannot, perform to the requirements of the contract.

The State may take any of the following remedies or combinations thereof:

- 2.8.5.** Cancel the contract in whole or in part;
- 2.8.6.** Reserve all rights or claims to damage for breach of any covenants of the contract;
- 2.8.7.** Perform tests or analyses on materials provided to determine the compliance with the specifications of the contract. If the results of any test or analyses determine the material provided does not substantially conform with the specifications, the testing expense shall be borne by the Contractor;
- 2.8.8.** In case of Default, the State reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The State may recover actual excess costs from the Contractor by:
  - 2.8.8.1.** Deducting the amount from an unpaid balance;



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**2.8.9.** If the contract is not terminated, the Contractor shall continue its performance and therefore, be liable to the State for liquidated damages until the products are delivered or the service is performed.

**2.8.10.** In the event the State exercises its right to terminate this contract, the Contractor is liable for any excess costs in addition to liquidated damages until such time that the State may reasonably obtain delivery or performance of similar supplies or services.

**2.9. MATERIAL AND WORKMANSHIP (Brand name or Equal to)**

Unless not specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for their respective kinds and the purpose intended. All workmanship shall be first class. When equipment, materials or articles are specified as "equal to" any particular standard, the Procurement Officer's Representative (POR) or the Procurement Manager shall be the final authority with respect to the question of meeting that standard. When "equal to" is represented by the Contractor, it shall furnish to the POR or Procurement Manager the name of the manufacturer, model number(s), performance characteristics, brochures, and any other information sufficient to demonstrate the Contractor's claim. When required by the specifications, the POR, Procurement Manager or any other representative of the State, the Contractor shall furnish to the State complete and accurate information with respect to the specifications of the materials, articles, equipment, etc., incorporated into the work. Samples of materials shall be submitted to the POR for approval as requested no later than two (2) days after the request. Machinery, equipment, materials and articles installed or used without approval by the State shall be at the risk of the Contractor and subject to rejection by the State.

**2.10. BRAND NAMES**

Manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and/or performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance characteristics desired. Any bid including like quality, quantity, design or performance characteristics will be considered.

**2.11. RECOVERY OF DAMAGES BY CONTRACTOR FOR DELAY**

Damages related to expenses incurred by the Contractor for a delay for which the Department is responsible, which is unreasonable under the circumstances, and which was not within the contemplation of the parties to the contract, may be negotiated between the Contractor and the Department, pursuant to Arizona Revised Statute §41-2617.

**2.12. ENERGY CONSERVATION**

Contractors shall recognize mandatory standards and policies relating to energy efficiency which are prescribed in A.R.S 34-451.



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**2.13. CHLOROFLUROCARBON RECOVERY TRAINING/CERTIFICATION**

When applicable to this contract, any person who adds or recovers Freon from equipment must be certified from a training program specifically approved by the Environmental Protection Agency (EPA).

**2.14. RIGHT TO INSPECT PLANT AND AUDIT RECORDS**

In accordance with A.R.S. § 41-2547, The Department may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor, which is related to the performance to this contract.

The State may, at reasonable times and places, audit the books and records of any person, contractor or subcontractor who submits cost or pricing data to the extent that the books and records relate to the cost or pricing data. Any person, contractor or subcontractor who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years after the completion of the contract.

**2.15. PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION**

The contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (trees, shrubs, grass, etc.) on State property. If the Contractor fails to use reasonable care and damages buildings, equipment, or vegetation, he shall replace or repair the damage at no expense to the State as directed by the Procurement Manager. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

**2.16. DEFAULT**

Contractor may be deemed to be in default if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not be limited to:

- 2.16.1.** Failure to provide the State with acceptable proof of compliance with prescribed insurance requirements;
- 2.16.2.** Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;
- 2.16.3.** Repeated failure to comply with the requirements of the Contract;
- 2.16.4.** Material disregard of or failure to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- 2.16.5.** Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
- 2.16.6.** Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and





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- 2.16.7.** Attempting to assign this Contract without obtaining the State's prior consent.
- 2.16.8.** With written notice to follow, the State may verbally terminate this contract, in whole or in part, under the following circumstances:
- 2.16.8.1.** If equipment / Material furnished is, or later becomes, unsuitable to perform as specified or warranted and the contractor fails to respond within 2 working days after receipt of such notice, by either repairing or replacing the equipment / material.
- 2.16.8.2.** If the Contractor fails to deliver the equipment / material or perform the required services within the time frame specified.
- 2.16.9.** If the State terminates this contract for default in whole or in part, the State may procure such equipment or material (similar to those offered by or contracted for) on the open market and the Contractor shall reimburse the State for any excess costs incurred by the State for such equipment or services.
- 2.16.10.** After appropriate State acceptance of the bid is received by the bidder, if the successful bidder fails to provide the required contractual documents within ten (10) days this contract may be terminated for default. Bidders failing to provide these documents shall be considered in breach of the contract and therefore, liable to the State for any additional costs incurred that exceed the amount of the bidder's original bid.

**2.17. SIMILAR WORK**

Each Bidder shall furnish, upon request, a statement of whether they are now, or have ever been, engaged in work similar to that covered by the Solicitation. Such statement shall include the year in which such work was performed, the manner of its execution, and give such other information as will tend to show the Bidder's ability to prosecute the required work.

**2.18. APPROVAL**

The Contract shall be entered into by the Department and the Offeror in accordance with laws of the State of Arizona. The Contract and any subsequent terminations, modifications or change orders (including those resulting from disputes and settlements of disputes) shall be subject to the written approval of the Chief, National Guard Bureau, or his duly authorized representative, and the United States Property and Fiscal Officer for Arizona, and shall not be binding until so approved.

**2.19. I.T. 508 COMPLIANCE**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.



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**2.20. INDEPENDENT STATUS OF THE CONTRACTOR**

- 2.20.1.** The Contractor is an independent Contractor and will not, under any circumstances, be considered an employee, servant or agent of the Department, nor will the employees, servants or agents of the Contractor be considered employees of the Department.
- 2.20.2.** Personnel actions of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.
- 2.20.3.** The Department will not be responsible in any way for the damage or loss caused by fire, theft, accident, or otherwise to the Contractor's stored supplies, materials, equipment, or his employee's personal property stored on Department property

**RISK AND LIABILITY**

**2.21. INDEMNIFICATION**

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

**2.22. NONDISCRIMINATION**

The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to, discrimination in connection with the Contractor/Vendor's performance under this Master Cooperative Agreement (MCA), on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

- 2.22.1.** Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
- 2.22.2.** Equal Employment Opportunity (SEP 1965) (E.O. 11246) as amended by (E.O. 11375) and as supplemented in Department of Labor regulations issued thereunder (41 CFR Part 60);



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**2.22.3.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,

**2.22.4.** The Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*) and regulations issued thereunder (45 CFR Part 90).

**2.23. LOBBYING**

**2.23.1.** The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**2.23.2.** The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (U.S.C. § 1352) is incorporated by reference.

**2.24. DRUG-FREE WORK PLACE**

**2.24.1.** The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 *et seq.*) and maintain a drug-free work place.

**2.24.2.** The Final Rule, Government-Wide Requirements for Drug-Free Work Place (Grants), issued by the Office of Management and budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

**2.25. ENVIRONMENTAL PROTECTION**

**2.25.1.** The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414), Section 306 of the Clean Air Act (42 U.S.C. 1857(h), and Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (SEPT 1973), Section 308 of the Federal Water pollution Control Act (33 U.S.C. § 1318), and Environmental Protection Agency regulations (40 CFR part 15) that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.



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**2.25.2.** The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

**2.25.3.** For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

**2.26. DEBARMENT AND SUSPENSION**

**2.26.1.** Contractor/Vendors shall not make any award or permit any award (subgrant or contract) to any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

**2.30.2** The Final Rule, Governmentwide Debarment and Suspension (Nonprocurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to Implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

**2.30.3** By signing the offer section of the Offer and Acceptance, the bidder or Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

**2.27. BUY AMERICAN ACT**

**2.27.1.** The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with the Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition,



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the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**2.28. ENERGY CONSERVATION**

**2.28.1.** Contractor is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163, Stat.871) as amended (P.L.95-619).

**2.29. AFFIRMATIVE ACTION**

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

**2.29.1.1.** Include qualified small, minority and women-owned businesses on solicitation lists.

**2.29.1.2.** Assure that small, minority and women-owned businesses are solicited whenever they are potential sources.

**2.29.1.3.** When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women-owned business participation.

**2.29.1.4.** Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women-owned businesses.

**2.29.1.5.** Using the services and assistance of the Small Business Administration, and the Minority Business development Agency of the Department of Commerce.

**2.30. COMPTROLLER GENERAL EXAMINATION OF RECORD**

**2.30.1.** The Contractor shall grant access to the agency, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcription.

**2.30.2.** The Contractor shall retain all required records for three (3) years after the Department makes final payment and all other pending matters are closed.

**2.31. CONTRACTOR COMPLIANCE WITH FEDERAL STATUTES OR EXECUTIVE ORDERS**

**2.31.1.** The Contractor shall covenant and agree to comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference to



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implement provisions of law or executive orders including any amendments to the Final Rule that may hereafter be issued as required by master cooperative agreement. Reference <http://farsite.hill.af.mil/>.

- 2.31.1.1.** 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- 2.31.1.2.** 52-203-7 Copeland Anti-Kickback Act (OCT 2010). (18 U.S.C. 874 and 29 CFR Part 3).
- 2.31.1.3.** 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- 2.31.1.4.** 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).
- 2.31.1.5.** 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- 2.31.1.6.** 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- 2.31.1.7.** 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (JUL 2005). (40 U.S.C. 327-330 and 29 CFR Part 5).
- 2.31.1.8.** 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- 2.31.1.9.** 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)(E.O. 13496).
- 2.31.1.10.** 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- 2.31.1.11.** 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).

**OFFER /AND ACCEPTANCE**  
**Arizona Department of Emergency and Military Affairs**  
**SOLICITATION NO. APP #BPM001590/M19-0061**

**OFFER**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

Phone: \_\_\_\_\_

\_\_\_\_\_  
Contact Email Address

Fax: \_\_\_\_\_

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization     IS/     IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The effective date of the Contract is \_\_\_\_\_.

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

**State of Arizona**  
**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

\_\_\_\_\_  
Chief Procurement Officer



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Designation of Confidential, Trade Secret & Proprietary Information

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract.

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All offerors must select one of the following:

My response does not contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

My response does contain trade secret information because it contains information that:

- 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title





**STATE OF ARIZONA  
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

DEMA Procurement Office, Building #M5800  
5645 East McDowell Road  
Phoenix, Arizona 85008-3495  
Telephone: 602.267.2699 Fax: 602.267.2576

MG MICHAEL T. MCGUIRE  
THE ADJUTANT GENERAL

**REQUEST FOR QUOTATION: APP #BPM001590/M19-0061**

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**R2-7-103. Confidential Information**

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
  - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
  - 2. The designated information is not confidential; or
  - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
  - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
  - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.



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**ATTACHMENT A: SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST**

**INSTRUCTIONS:**

List of all manufacturers and the manufacturer’s equipment and material to be furnished and/or installed by the Contractor on the project as specified herein and the names of qualified subcontractors and material suppliers to be employed in the performance of this contract. Failure on the part of the Offeror to complete this list properly may constitute sufficient grounds to reject this Quote. Where more than one subcontractor or material supplier is involved in a specific discipline, all of the subcontractors and material suppliers shall be listed. Listing the subcontractor(s) license number(s) **IS** required at the time of quote submission.

TYPE OF WORK OR MATERIAL	CONTRACTOR/SUPPLIER	ARIZONA CONTRACTOR COMMERCIAL LICENSE NO.

CONTRACTOR PAYMENT  
 TERMS:

NET \_\_\_\_\_ DAYS / OR INVOICES HEREIN CAN BE DISCOUNTED BY \_\_\_\_\_ % IF  
 PAYMENT IS MADE WITHIN \_\_\_\_\_ DAYS OF INVOICE RECEIPT.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 General Contractor Signature



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**ATTACHMENT B: CERTIFICATE OF CORPORATE AUTHORITY**

Offerors must provide the following information:

A Corporation existing under the laws of the State of: \_\_\_\_\_

A Partnership consisting of: \_\_\_\_\_

An Individual trading as: \_\_\_\_\_

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE: THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
the Corporation named as Offeror herein; that \_\_\_\_\_ who signed this  
Proposal on behalf of the Corporation, was then the \_\_\_\_\_ of said Corporation;  
that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing  
body, and is within the scope of its corporate powers.

\_\_\_\_\_  
CORPORATE OFFICER  
(Signature)



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## REQUEST FOR QUOTATION: APP #BPM001590/M19-0061

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### PARTICIPATION IN BOYCOTT OF ISRAEL

**Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.**

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a Sole Proprietorship, Organization, Association, Corporation, Partnership, Joint Venture, Limited Partnership, Limited Liability Partnership, Limited Liability Company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.



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PARTICIPATION IN BOYCOTT OF ISRAEL

**All offerors must select one of the following:**

\_\_\_\_\_ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

\_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title