



# Invitation for Bid

Solicitation No.  
BPM003095  
Description:

Fire Extinguisher Parts, Supplies and Chemicals for Repair

State of Arizona  
Department of Corrections,  
Rehabilitation & Reentry  
Procurement Services  
1645 W Jefferson Street  
Phoenix, AZ 85007

## Solicitation Summary

### CONTRACTORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

#### 1.0 NOTICE OF INVITATION FOR BID

In accordance with Arizona Revised Statutes § 41-2533, Competitive Sealed Bidding, (offers) for the materials or services specified, will be received by the Arizona Department of Corrections, Rehabilitation and Reentry (ADCRR) through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov>) at the date and time posted online in APP.

Persons with a disability may request a reasonable accommodation, such as sign language interpreter, by contacting the appropriate Procurement Agency. Request should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person for this procurement as identified above

#### 2.0 WHAT IS IN THE SOLICITATION

<b>Part 1:</b>	Section 1A:	Scope of Work	APP file #1: BPMxxxxxx_IFB_Part 1
	Section 1B:	Special Terms and Conditions	
	Section 1C:	Uniform Terms and Conditions	
<b>Part 2:</b>	Section 2A:	Special Instructions to Offerors	APP file #2: BPMxxxxxx_IFB_Part 2
	Section 2B:	Uniform Instructions to Offerors	
	Section 2C:	Offer Forms (Attachments)	

#### 3.0 HOW TO SUBMIT OFFERS

Offerors responding to the solicitation shall submit the Offer electronically through the State's eProcurement system, the Arizona Procurement Portal (APP) (<https://app.az.gov>). The due date and time is indicated in APP as the Bid Opening Date. Late submittals will not be considered. Offers received by the due date and time will be electronically opened. Offers submitted outside of APP, or those that are received after the exact offer due date and time, shall be rejected.

#### 4.0 OFFER SUBMISSION, DUE DATE, AND TIME

December 31, 2020 3:00 PM Arizona

#### 5.0 PRE-OFFER CONFERENCE

ADCRR will not conduct a Pre-Offer Conference for this Solicitation. Time and location can be found in APP. Refer to the Special Instructions to Offerors for more information.

#### 6.0 INQUIRIES

Any question related to this RFQ shall be submitted utilizing the "Discussion Forum" tab within APP. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.



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## Part 1: Scope, Terms and Conditions

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### Solicitation Contact Person

Paul Evans, Procurement Specialist

Phone: 602.364.0596

Email: PEvans@azadc.gov



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### SECTION 1-A: Scope of Work

#### 1.0 INTRODUCTION

1.1 The Arizona Department of Corrections, Rehabilitation and Reentry (ADCRR) Vision and Mission Statements are:

Vision: Safer communities through effective corrections.

Mission: To serve and protect the people of Arizona by securely incarcerating felons, by providing structural programming designed to support inmate accountability and successful community reintegration, and by providing effective supervision for those offenders conditionally released from prison.

#### 2.0 PURPOSE AND BACKGROUND

2.1 The intent of this solicitation is to allow ADCRR to enter into a contract(s) for the procurement for Fire Extinguisher Parts, Supplies and Chemicals for Repair, to specifications listed in this solicitation for all institutions. Offeror shall provide, furnish, and deliver the herein specified products to the specified ADC location(s).

2.1.1 Delivery locations: See Exhibit A - ADCRR Locations

#### 3.0 GENERAL SPECIFICATIONS

3.1 Part, Supplies and Chemicals:

3.1.1 The parts and supplies consumed in the performance of work and the operation of Fire Extinguisher Parts, Supplies and Chemicals for Repair shall not be considered equipment. Equipment is considered tangible assets used in an operation or activity which can withstand repeated use and is primarily used to serve a purpose.

3.1.2 The offeror shall provide pricing and a percentage of discounts for manufactures, parts, supplies and chemicals, but not limited to the list in Exhibit C - Pricing and Discounts Sheet.

3.2 Most common fire extinguisher brands currently used by ADCRR

3.2.1 Amerex

3.2.2 Kiddie

3.2.3 Ansul

3.2.4 Firemaster

3.2.5 Badger

3.2.6 Buckeye

3.2.7 Strike First

3.3 Most common parts currently used by ADCRR

3.3.1 See Exhibit C - Pricing and Discounts Sheet, Category 2

3.4 Most common chemicals currently used by ADCRR

3.4.1 ABC Powder



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- 3.4.2 BC Powder
- 3.5 Established Catalogs:
- 3.5.1 Catalogs and price lists shall be made available in electronic formats upon request from an Eligible Agency and in accordance with § 41-2531:
- 3.5.1 (a) Is regularly maintained by a manufacturer, distributor or contractor.
- 3.5.1 (b) Is either published or otherwise available for inspection by customers.
- 3.5.1 (c) States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.
- 3.5.2 All catalogs that are made available to Eligible Agencies for use under this Contract shall contain products included under this Contract. The Contractor shall not represent any product that is specifically excluded as a product covered under this Contract.
- 3.6 Pricing  
All pricing shall be based on the most current manufacturer's established price lists at the time of award, and be in effect for a 12 month period from date of award or contract extensions.
- 3.7 Statewide Capacity Requirements.
- The Contractor shall have certain capabilities and support mechanisms in place for the successful performance of this contract on a statewide basis. These capacities and support mechanisms shall include but are not limited to the following:
- 3.7.1 Business Capacity.  
The Contractor shall have the abilities including but not limited to:
- 3.7.1 (a) Managing multiple department accounts: create and manage various individual accounts for order placement, billing and reporting purposes.
- 3.7.1 (b) Products: provide a full range of products and parts for each category offered in order to meet the demands of all departments.
- 3.7.1 (c) Customer Service: the ability to handle and respond multiple communications from accounts and resolve customer disputes within 24 hours of receipt of email/phone/voicemail communication.
- 3.7.2 Statewide Delivery.
- 3.7.2 (a) Upon request of a department, the Contractor shall provide inside delivery to specific locations at no extra charge. Inside delivery is defined as inside the customer's business, building or outer property grounds.
- 3.7.2 (b) The Contractor shall indicate their delivery time for in-stock items and out-of-stock items.
- 3.7.2 (c) The Contractor shall have policies in place regarding late delivery such as order cancellation policy, discounts given for late deliveries, order tracking, etc.



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- 3.7.2 (d) The results of continual late deliveries include but are not limited to cancellation of order, future nonuse of contractor or filing of vendor performance report with the ADCRR Office of Procurement Services.
- 3.8 Authorized Dealers, Distributors and/or Manufacturers: Contractors shall be an authorized dealer, authorized distributor, or the manufacturer of products and services being offered under this contract. The Contractor shall provide necessary documentation affirming their status upon the submission of the offer.
- 3.9 Product Availability. All products offered shall be available for ordering at the time of contract award and throughout the life of the Contract. Changes to products that are available under any resultant contract cannot be made without prior written approval from the ADCRR in the form of a formal Arizona Procurement Portal contract change order.
- 3.10 Distribution/Warehouse Facilities. Contractor shall provide adequate warehouse facilities and distribution network dedicated to the successful performance of the awarded contract. This shall include but not limited to adequate volume stock levels, staff levels, fill rates and will call capabilities. The Contractor shall have a policy in place for damaged freight, shipping and invoicing error, and defective items.

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End of Section 1-A



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### SECTION 1-B: Special Terms and Conditions

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

#### 1.0 **AUTHORITY TO CONTRACT**

This Contract activity is issued under the authority of the Arizona Department of Corrections, Rehabilitation, and Reentry, 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.

#### 2.0 **ELIGIBLE AGENCIES**

Any contract resulting from this Invitation for Bid shall be for the exclusive use of the Arizona Department of Corrections, Rehabilitation, and Reentry.

#### 3.0 **CONTRACT TYPE**

**Firm fixed price term, indefinite quantity purchase and delivery.**

#### 4.0 **TERM OF CONTRACT**

The contract shall commence upon award or as specified in the award document(s) and shall remain in full force and effect until completion of all work specified and all products are delivered in accordance with scope or work/specification sections, terms and conditions and final acceptance and buyoff is made by ADCRR, unless terminated, canceled, or extended as otherwise provided herein.

#### 5.0 **CONTRACT EXTENSION**

By mutual written contract amendment, this contract may be extended for additional successive periods of twelve months per extension, or portions thereof with a maximum aggregate contract term not to exceed five (5) years.

#### 6.0 **ESTIMATED QUANTITIES:**

The contract references quantities as a general indication of the needs of ADCRR. Although ADCRR anticipates routine usage during the term of the contract, the quantities referenced herein are estimates only. No commitment of any kind is expressed or implied as to quantities actually purchased during the contract term.

#### 7.0 **PRICE ADJUSTMENT (ANNUAL):**

7.1 ADCRR may review a formal written request for a price increase only at the time of contract extension (annual). Requested increase(s) shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of offer submission and is directly correlated to the price of the contracted product/service. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension



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review process.

- 7.2 Price increase requests shall be initiated 120 days in advance of the contract extension date to allow ADCRR sufficient time to evaluate and disposition the request. Failure to submit timely requests may result in ADCRR not considering the request. Additionally, ADCRR, at its sole discretion shall determine whether the requested price increase or an alternate option is in the best interest of the State. Approved price increases shall be done through issuance of a formal contract amendment.

### 8.0 PRICE REDUCTION:

A price reduction may be offered at any time during the term of the contract and shall become effective upon issuance of a contract amendment.

### 9.0 ORDERING PROCESS:

- 9.1 The Department and any or all ADCRR facilities may purchase the specific materials and/or services contractually covered through issuance of contract direct release purchase order(s) issued the contractor. No work shall be performed and/or products delivered without a duly authorized/issued purchase order(s).
- 9.2 Any attempt to represent any material and/or service not specifically awarded under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to all legal and contractual remedies available to the state inclusive of, but not limited to, contract termination, cancellation, suspension and/or debarment of the contractor.

### 10.0 DELIVERIES:

- 10.1 All shipments shall be F.O.B. destination to the delivery location(s) specified on the contract release/purchase order(s). Contractor shall retain title and control of all goods until they are delivered, received, unloaded and contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 10.2 Deliveries shall be made within 60 days of receipt contract direct release purchase order(s) or as mutually agreed upon in writing by ADC and the contractor.

### 11.0 CURRENT PRODUCTS:

All materials/products under contract shall be in current and ongoing production, shall be new (not used or refurbished) and shall meet or exceed all specifications and requirements contained herein.

### 12.0 DEFECTIVE MATERIALS AND PRODUCTS:

All defective materials or products shall be replaced and exchanged by the contractor. All costs associated with replacement, including but may not be limited to re-packaging, and shipping of the defective materials or products back to the contractor, and all replacement costs as specified herein shall be borne by the contractor. All replacement products must be received by ADCRR within 30 days of initial notification or as mutually agreed upon in writing by ADCRR and the contractor.

### 13.0 PRODUCT DISCONTINUANCE:

- 13.1 In the event that a product or groups of products are discontinued by a manufacturer, the State at its sole discretion may allow the contractor to provide substitutes for the



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discontinued product(s) or allow the deletion of such products from the contract. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the state not considering the request.

- 13.2 A formal announcement from the manufacturer stating that the product(s) have been discontinued.
- 13.3 Documentation from the manufacturer that cites the effected products by item number and description.
- 13.4 Documentation from the manufacturer that names the replacement product(s).
- 13.5 Documentation that provides clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
- 13.6 Documentation confirming that the price for the replacement product(s) is the same as or less than the discontinued item.
- 13.7 Approval(s) shall be in the form of a contract amendment and shall become effective on the date specified in the amendment.

### 14.0 **INVOICING/BILLING REQUIREMENTS:**

- 14.1 Upon receiving a purchase order, providing delivery and written acceptance of goods/services by the ordering facility(s), the contractor shall submit an invoice to the address listed on the purchase order document.
- 14.2 Separate invoices are required for each "delivery" of goods and or services and shall include at a minimum:
  - 14.2.1 Department Location's Name and Address
  - 14.2.2 Contractor's Name, Remit to Address and Contact Information
  - 14.2.3 Contract Number
  - 14.2.4 Purchase Order Number
  - 14.2.5 Invoice Number and Date
  - 14.2.6 Date the items or services were shipped or provided
  - 14.2.7 Applicable Contract line item Item and or number
  - 14.2.8 Line Item and or number description
  - 14.2.9 Applicable taxes
  - 14.2.10 Total Invoice Amount Due
- 14.3 Invoices not sent to the proper address or not containing the necessary and required information may delay payment. A contractor whose payments are delayed due to improper invoicing shall make no claim(s) against the Department or the State for late or finance charges.
- 14.4 The Department will make every effort to process payment(s) within thirty (30) calendar days after acceptance of goods and or services. Delivery of goods and or services does not constitute acceptance.

### 15.0 **CONFIDENTIALITY OF RECORDS**

The Contractor shall establish and maintain procedures and controls, that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out its functions under the Contract shall be used or





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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 Department. 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 Department.

### 16.0 INDEMNIFICATION:

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

### 17.0 INSURANCE REQUIREMENTS

- 17.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 17.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.
- 17.3 Minimum Scope and Limits of Insurance
- 17.3.1 Contractor shall provide coverage with limits of liability not less than those stated below.
- 17.3.1 (a) Commercial General Liability (CGL) – Occurrence Form
- Policy shall include bodily injury, property damage, and broad form contractual liability coverage.*



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

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

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

### 17.3.2 Workers' Compensation and Employers' Liability

- *Workers' Compensation Statutory*
- *Employers' Liability*
  - o *Each Accident* \$1,000,000
  - o *Disease – Each Employee* \$1,000,000
  - o *Disease – Policy Limit* \$1,000,000

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

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

### 17.4 Additional Insurance Requirements

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

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

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

### 17.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will



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be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

### 17.6 Acceptability of Insurers

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

### 17.7 Verification of Coverage

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

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

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

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

### 17.8 Subcontractors

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

### 17.9 Approval and Modifications

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

### 17.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or



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university, none of the above shall apply.

### 18.0 **CONTRABAND**

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

*Promoting prison contraband A.R.S. § 13-2505:*

*A person, not otherwise authorized by law, commits promoting prison contraband:*

- *By knowingly taking contraband into a correctional facility or the grounds of such a facility; or*
- *By knowingly conveying contraband to any persons confined in a correctional facility; or*
- *By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.*

*Promoting Prison Contraband is a Class 5 felony.*

*Authority A.R.S. § 13-2501*

*A.R.S. § 13-2505*

*ADCRR Department Order 708*

### 19.0 **NOTICE WARNING**

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

*Authority A.R.S. §13-2501:*

*A.R.S. §13-2505*

*ADCRR Department Order 708*

### 20.0 **BUSINESS STANDING A.R.S. § 10-1501**

A selected Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm selected for Contract award must file necessary documents with the ACC as doing business in Arizona prior to execution of the Contract and, throughout the term of the Contract, must remain in good standing with the ACC and the entity where the original documents were filed.

### 21.0 **INVESTIGATIONS**

The Arizona Department of Corrections, Rehabilitation, and Reentry reserves the right to make investigations, as deemed necessary, to determine the ability of the contractor to perform the specified work. The contractor shall furnish to ADCRR all such information and data for this purpose as may be requested. ADCRR reserves the right to reject any bid if evidence submitted or investigation fails to satisfy the owner that the contractor is properly qualified to carry out the obligations of the solicitation. Conditional bids shall not be accepted.



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### 22.0 **GOVERNMENT PROCUREMENT; E-VERIFY REQUIREMENT A.R.S. § 41-4401**

- 22.1 The Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 22.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 22.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 22.4 The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 5.25.1

### 23.0 **UNLAWFUL SEXUAL CONDUCT**

- 23.1 A person commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county. For the purposes of this subsection, "person" means a person who:
  - 23.1.1 Is employed by the State Department of Corrections or the Department of Juvenile Corrections.
  - 23.1.2 Is employed by a private prison facility or a city or county jail.
  - 23.1.3 Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
  - 23.1.4 Is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
- 23.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.
- 23.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 23.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

### 24.0 **FEDERAL PRISON RAPE ELIMINATION ACT 2003**

The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

### 25.0 **I.T. 508 COMPLIANCE:**

Unless specifically authorized in the Contract, any electronic or information technology offered to the



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State of Arizona under this contract shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which required that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

### 26.0 **SAMPLES**

Samples of items when requested must be submitted within 72 hours. Unless otherwise specified by the department of corrections, samples will be furnished at no expense to the department. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned **at the vendor's request and expense**. If no instructions are received for their return, samples will be discarded 30 days after award date.

### 27.0 **RESTOCKING ALLOWANCE**

The Department reserves the right to return unused parts to the vendor within a minimum of ninety (90) days after delivery, without a restocking charge. Proof of purchase will be attempted but shall not be required.

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End of Section 1-B



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### SECTION 1-C: Uniform Terms and Conditions

Version: 9 (7/1/2013)

#### 1. Definition of Terms

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

- |                          |  |
|--------------------------|--|
| 1.1. Attachment          | "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.  |
| 1.2. Contract            | "Contract" " " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.  |
| 1.3. Contract Amendment  | "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          | "Contractor" means any Person who has a Contract with the State.   |
| 1.5. Days                | "Days" means calendar days unless otherwise specified.   |
| 1.6. Exhibit             | "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.  |
| 1.7. Gratuity            | "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           | "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 | "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           | "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor 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." Services includes Building Work and the service aspects of software described in paragraph 1.8. |
| 1.11. State              | "State" means the State of Arizona and Department or Agency of the State that executes the Contract.   |
| 1.12. State Fiscal Year  | "State Fiscal Year" means the period beginning with July 1 and ending June 30.   |
| 1.13. Subcontract        | "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.  |

#### 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. |
|------------------|---|



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- 2.2. Implied Terms Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence 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:
1. Special Terms and Conditions;
  2. Uniform Terms and Conditions;
  3. Statement or Scope of Work;
  4. Specifications;
  5. Attachments as amended;
  6. Exhibits as amended;
  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 (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit Pursuant to A.R.S. § 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 noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless





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otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract

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

3.7. Property of the State

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

3.8. Ownership of Intellectual Property

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

3.9. Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10. E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11. Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## 4. Costs and Payments

4.1. Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.



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- 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
  - 1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 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.
  - 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. 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:
  - 1. Accept a decrease in price offered by the contractor;
  - 2. Cancel the Contract; or
  - 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.



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6.2. Indemnification

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.  
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

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.  
2. Force Majeure shall **not** include the following occurrences:  
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;  
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  
2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.  
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.  
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

The Contractor assigns to the State any claim for overcharges resulting from antitrust



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Violations

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:
  1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials are used;
  3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness  
The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing  
The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance with Laws  
The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination
  1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  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
  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.
  2. If a stop work order issued under this clause is canceled or the period of the order or any



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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 Interests      Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities                      The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment      The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience      The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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### 9.5. Termination for Default

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

### 9.6. Continuation of Performance Through Termination

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

10. Contract Claims	All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
11. Arbitration	The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41)
12. Comments Welcome	The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 1-C

End of Part 1 of the Solicitation Documents