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Special Instructions to Offerors

1. **Definition of Terms**

As used in these Instructions to Offerors, the terms listed below are defined as follows:

* 1. “Arizona Procurement Code” means, collectively, Title 41 Chapter 23, *et. sequitur,* in the Arizona Revised Statutes (abbreviated “A.R.S.”) and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated “A.A.C.”).

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

The Arizona State Legislature provides the official A.R.S. online at:

http://www.azleg.gov/ArizonaRevisedStatutes.asp

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

* 1. “Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.
  2. “Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.
  3. “Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.
  4. “Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.
  5. “Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.
  6. “Evaluation” means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.
  7. “Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.
  8. “Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
  9. Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)
     1. “Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.
     2. “Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
     3. “Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.
     4. Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
  10. “Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.
  11. “Pricing Document” means Pricing Document, part of the Solicitation Requirements. Also known as Pricing Document as defined in the Special Terms and Conditions.
  12. “The State’s e-Procurement System” is defined in paragraph 1.16 of the Special Terms and Conditions.
  13. “Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.
  14. “Small Business” means a 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.
  15. “Solicitation” means this procurement solicitation, which State is issuing as either:
      1. an invitation for bids (“IFB”) under A.R.S. § 41-2533;
      2. a request for proposals (“RFP”) under A.R.S. § 41-2534;
      3. a request for quotations (“RFQ”) under A.R.S. § 41-2535; or
      4. a request for qualifications under A.R.S. §41-2558.
      5. Refer to the Solicitation Summary for which of the foregoing is this Solicitation.
  16. “Solicitation Amendment” means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.
  17. “Solicitation Summary” means Section 1 of the Solicitation Documents.
  18. “State” is defined in paragraph 1.11 of the Uniform Terms and Conditions.
  19. “Subcontract” is defined in paragraph 1.13 of the Uniform Terms and Conditions.
  20. “Subcontractor” is defined in paragraph 1.19 of the Special Terms and Conditions.

1. Solicitation Inquiries
   1. Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.
   2. Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the State’s e-Procurement System Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.
   3. Submission of Inquiries

Submit all inquiries related to the Solicitation in The State’s e-Procurement System. The Procurement Officer will not respond to inquiries received in any other manner.

* + 1. Submit technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement System to the State’s e-Procurement System Help Desk by phone at (602) 542-7600, option2; or by email to app@azdoa.gov.
    2. Submit all other inquiries about the Solicitation using the “Discussions with Buyer” tab in the State’s e-Procurement System. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement system, the State is not responsible for responding to any inquiries submitted less than three (3) business days before the Bid/Offer due date and time.
  1. Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least three (3) days before the Bid/Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

* 1. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
  2. Only a Solicitation Amendment issued in The State’s e-Procurement System can change the Solicitation.
  3. Pre-Offer Conference

A Pre-Offer Conference will not be held at this time. **OR**

Pre-Offer Conference will be held at the time and place indicated in the solicitation’s “Process” field as found within the State's e-Procurement system, (https://app.az.gov); attendance is **OR** is not required but it’s highly recommended. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

1. **Offer Preparation**
   1. Online Documents

The Solicitation Documents are only provided online in The State’s e-Procurement System; State will not provide any printed copies or other formats.

SUPPLIER REFERENCE GUIDES at: <https://spo.az.gov/app/supplier/QRG>

* 1. Electronic Submissions

When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval from the State’s e-Procurement Help Desk before submitting files in any other format.

Maximum file size allowed is 25mbp.

* + 1. **Upload all Solicitation Attachments as required, within the APP Prepare RFx Technical and Financial Questions Tab.**
    2. **Prepare and submit your confidential information following the instructions in section 4.7 Confidential Information,**
  1. Deviations in Offer

When submitting an Offer, clearly indicate in writing any deviations from the Specifications or other Solicitation technical requirements documents. Any un-identified deviation will be deemed void upon submission.

NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.

* 1. Evidence of Intent

Every one of your Offer submissions (e.g. initial submission and any subsequent re-submission) must contain the Attachment “Offer and Acceptance Form”, with a signature by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by that Offer and the terms of the Solicitation, and your representation that the information you have provided in that Offer is true and accurate.

* 1. Exceptions to Solicitation Documents

If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate “NO” on Solicitation Attachment “Conformance Statement” and provide the required justification. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.

* 1. Insurance and Bonds

Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in the Solicitation Attachment “Letter of Insurability”.

If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.2 of the Special Terms and Conditions [Contractor Insurance Requirements] on the grounds that it is confidential information, then you must claim it as such and submit the necessary substantiated justification with each Offer using the Solicitation Attachment “Designation of Confidential Information” and as per Instruction 4.7 Confidential Documents below.

Unless the Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.

* 1. Identification of Taxes in Offer

State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions.

* 1. Excise Tax

State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.

* 1. Tax Identification

You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C.§ 6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.

* 1. Disclosure

If you are submitting an Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

* 1. Federal Immigration Laws

By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide promptly. Not providing the evidence will be grounds for the Procurement Officer to determine that the Offer is Not Susceptible for Award.

* 1. Cost of Offer Preparation

State will not reimburse you or any of your prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.

* 1. Offshore Performance of Work Prohibited

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

1. **Submission of Offer**
   1. Required Offer Content
      1. INITIAL SUBMISSION: Submit all of the Initial Offer content within the APP / Prepare RFx / Technical Questions and Financial Questions tabs.
      2. BEST AND FINAL OFFER: A new round is created in APP for the submission of the Best and Final Offer (BAFO). The BAFO must contain all of the Attachments indicated in the applicable Procurement Officer request for a Submitted Offer. Make revisions in response to the negotiations / discussions and the Procurement Officer’s Request for BAFO in all applicable documents and Attachment “Pricing” or the pricing grid in the State’s e-procurement system.
         1. The new round must be acknowledged and an updated Solicitation Attachment “Offer and Acceptance Form” with the required signature and date must be uploaded.
      3. The Offeror is required to **complete the APP Items (F) tab** OR **input $1.00 for the line item in the Items (F) tab in APP** for the original offer, and for the BAFO submission.
   2. Attachment Forms

If an Attachment indicates that a “Form” is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer can be determined to be Not Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states “See Attachment Name Supplement (#1 of 2)”, etc., and the additional document is clearly marked as “Attachment Name Supplement (#1 of 2),” etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such “additional” document as an individual file and name the file to match the document title.

NOTE (3): Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation

* 1. Pricing

Pricing shall be entered in the APP Items (F) tab.

**OR**

Pricing shall be entered within the Excel document titled BPM00XXXX Pricing Document.

Offeror shall complete the Line Item in the Items (F) tab in APP by adding $1.00 in order for the Offer to be considered.

* 1. Submission

Submit each Offer online in The State’s e-Procurement System before the “Bid Opening Date” indicated for the “Solicitation No.” State will not consider a proposal submitted by any other method other than The State’s e-Procurement System, and it will be deemed void upon submission. By A.A.C. R2-7-C307, State will not consider later offers. State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State’s e-Procurement System. If your proposal is not submitted correctly, completely, and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using the State’s e-Procurement System requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in The State’s e-Procurement System carefully, since the State’s e-Procurement System Help Desk cannot do any of the required actions for you.

* 1. Solicitation Amendments

Acknowledge each Solicitation Amendment in The State’s e-Procurement System. By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive.

Amendments to the Solicitation create new rounds in APP. You must acknowledge each round created by an amendment for your Offer in order for your Offer to be Responsive.

In the event you have submitted an offer prior to a Solicitation amendment, you must acknowledge and upload your offer documents to the new round.

If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments. If an Amendment is issued after your submission, but before Bid/Offer due date and time, then the Procurement Officer may determine the Offer to be Non-Responsive if you have not acknowledged the Amendment.

* 1. Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the Bid/Offer due date and time unless expressly permitted under applicable law.

* 1. Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

* + 1. Indicate on the Solicitation Attachment “Designation of Confidential Information” that your proposal contains such claimed confidential information; and,
    2. Separate the documents you claim to be confidential from the offer documents and upload them separately. Prepare to upload each confidential document as a separate confidential document in your response following the instructions in the Arizona Department of Administration Procurement page under Arizona Procurement Portal (APP) Suppliers Tab. Under the [Quick Reference Guides](https://spo.az.gov/suppliers/app-support/quick-reference-guides) / Solicitations, review the [Adding Confidential Documents to an Offer/ Response](https://spo.az.gov/sites/default/files/documents/files/Adding%20Confidential%20Documents%20to%20an%20Offer.pdf).
    3. Upload each document you claim to be confidential separate from each other and follow the naming convention:

Confidential - Supplement - Offeror File Name

Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-103. The “Confidential Information Designation” Attachment must be accompanied by a detailed explanation as to why each item or category of items in the proposal should be designated confidential information.

Submit Confidential Information/Documentation as a Supplement(s) to Section 8, follow the naming convention: Confidential - Supplement - Offeror File Name DO NOT incorporate information you are requesting to be determined as Confidential in any other section of your response.

Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.

* 1. Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in the State’s e-Procurement System after the resulting contracts have been awarded, except for any portions that were determined to be confidential information.

Procurement Officer shall make the names of Persons who submitted offers available in The State’s e-Procurement System promptly after the opening date.

* 1. Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

* + 1. you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
    2. you do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

1. **Responsibility; Responsiveness and Susceptibility** 
   1. Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror’s responsibility, as well as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror’s responsibility as well as susceptibility to Contract Award:

* + 1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
    2. Whether the Offeror’s record of performance includes factual evidence of failure to satisfy the terms of the Offeror’s agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
    3. Whether the Offeror is legally qualified to contract with the State and the Offeror’s financial, business, personnel, or other resources, including subcontractors;
    4. Legally qualified includes if the vendor or if key personnel have 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.
    5. Whether the Offeror promptly supplied all requested information concerning its responsibility;
    6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
    7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
    8. Whether the Offer limits the rights of the State;
    9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
    10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
    11. Whether the Offeror provides misleading or inaccurate information.
  1. Responsiveness and Susceptibility

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror’s intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

Proposal Content. The Offeror shall make a firm commitment to provide services as required and proposed.

• The material contained in the Offer shall be relevant to the service requirements stated in the solicitation.

• It is to be submitted in a sequence that reflects the scope of work section of this document.

• It is to include information relevant to the designated evaluation criteria.

• Failure to include the requested information may have a negative impact on the evaluation of the Offeror’s proposal.

* 1. Eligibility for Evaluation and Negotiation
     1. If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).
     2. If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are “susceptible for award” with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.

1. **Evaluation of Offers**
   1. Offer Validity Period

By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.

* 1. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

* 1. Oral Presentations

The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

* 1. Cost or Pricing Data

Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:

* + 1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
    2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and,
    3. determination that the data is not defective under A.A.C. R2-7-705.
  1. Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

6.5.1 Experience;

6.5.2 Capacity of Offeror; and

6.5.3 Cost.

* 1. Negotiations

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.

* 1. Financial Stability

You must be able to substantiate your financial stability to State’s satisfaction as a precondition of any contract award. Procurement Officer may demand documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

* 1. Consideration of Exceptions

Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.

* 1. Consideration of Deviations

Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.

* 1. Consideration of Prompt Payment Discount

Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.

* 1. Consideration of Taxes

Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.

* 1. Consideration of Cost

Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State’s intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.

* 1. Unit Price Prevails

In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.

* 1. Waiver and Rejection

Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

1. **Award of Contract**
   1. Best Advantage to State

Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror(s) whose offer(s) is/are determined to be most advantageous to the State based on the stated evaluation criteria.

* 1. Number of Types of Awards

State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.

* 1. Contract Inception

Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer’s signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State’s acceptance of your Offer.

* 1. Contract Document Consolidation

State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract’s operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.

* 1. Viewing Awarded Contracts

To view awarded Contracts: 1. Go to app.az.gov 2. Select: State Contracts (Blue tab), 3. Search using “Keywords:” enter name of solicitation Label and click on “Search”. A listing of Contracts with the description (name of Contract Set) will appear below. 4. To view a Contract, click on pencil next to Contract number. 5. Contact Help Desk at 602-542-7600 for assistance.

1. **Solicitation or Award Protests**

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the Bid/Offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

* 1. the name, address, email address and telephone number of the interested party;
  2. signature of the interested party or its representative;
  3. identification of the purchasing agency and the solicitation or contract number;
  4. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  5. the form of relief being requested.

1. **Comments Welcome**

Separately and apart from this solicitation, the State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have. Please submit your comments to:

State Procurement Administrator

State Procurement Office

100 North 15th Avenue

Phoenix, Arizona, 85007

Uniform Instructions to Offerors

1. Definition of Terms

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

* 1. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
  2. “Best and Final Offer” means a revision to an Offer submitted after negotiations are completed that contains the Offeror’s most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
  3. “Contract” means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  4. “Contract Amendment” means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
  5. “Contractor” means any person who has a Contract with a state governmental unit.
  6. “Day” means calendar days unless otherwise specified.
  7. “eProcurement (Electronic Procurement)” means conducting all or some of the procurement functions over the Internet. Point, click, buy and ship Internet technology is replacing paper based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
  8. “Exhibit” means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  9. “Offer” means a response to a solicitation.
  10. “Offeror” means a person who responds to a Solicitation.
  11. “Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
  12. “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.
  13. “Solicitation” means an Invitation for Bids (“IFB”), a Request for Technical Offers, a Request for Proposals (“RFP”), a Request for Quotations (“RFQ”), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
  14. “Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.
  15. “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.
  16. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

1. Inquiries
   1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
   2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
   3. Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State’s eProcurement system. All responses to inquiries will be answered in the State’s eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
   4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
   5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
   6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
   7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State’s eProcurement system . Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
   8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.
2. Offer Preparation
   1. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State’s eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror’s 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.
   2. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State’s eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror’s intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.
   3. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State’s eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror’s preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
      1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
      2. Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror’s susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
   4. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.
   5. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
   6. Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
   7. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the Offer.
      1. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
   8. Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
   9. Disclosure. If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
   10. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
   11. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
   12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.
3. Submission of Offer
   1. Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State’s eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State’s eProcurement system or those that are received after the due date and time shall be rejected.
   2. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State’s eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
   3. Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State’s eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
   4. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
   5. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “confidential.” An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
   6. Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State’s eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
   7. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
      1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
      2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.
4. Evaluation
   1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
   2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
   3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
   4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
   5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
   6. Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
   7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
      1. Waive any minor informality;
      2. Reject any and all Offers or portions thereof; or
      3. Cancel the Solicitation.
5. Award
   1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
   2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer’s signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
   3. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.
6. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

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

1. Comments Welcome

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