

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AGTS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of January 1, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and AGTS, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona (the "State") entered into Master Agreement No. ADSP018-210226, dated July 30, 2018 (the "State Contract"), for the Contractor to provide training or professional development and/or related consultation services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the State Contract, at its discretion and with the agreement of the awarded Contractor, and the State Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may conduct and administer a "Supervisor Training Academy" for certain Town employees (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2019, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. Contractor shall provide to the Town the Services under the terms and conditions of the State Contract and according to the specifications set forth in the AGTS, Inc. Service Agreement (the "Service Agreement") attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Services are subject to final inspection and acceptance by the Town. Upon discovery of non-conforming Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring the Services into compliance and withhold the cost of same from any payments due to the Contractor.

4. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$29,748 for the Services at the rates set forth in the State Contract and as more particularly set forth in the Service Agreement attached hereto as Exhibit B.

5. Payments. The Town shall pay the Contractor in a single lump sum upon submission and approval of an invoice that shall: (i) contain a reference to this Agreement and the State Contract and (ii) document and the Services agreed upon and to be delivered. Invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the State Contract, the Service Agreement, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the

indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 E. Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
 4711 E. Falcon Dr., Ste. 111
 Mesa, Arizona 85215
 Attn: Aaron D. Arnson, Town Attorney

If to Contractor: AGTS, Inc.
 530 E. McDowell Rd., Ste. 107-483
 Phoenix, AZ 85004
 Attn: Katrina King, Custom Training Specialist

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

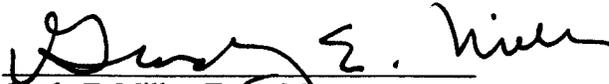
[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation

CP
11/17/18



Grady E. Miller, Town Manager

ATTEST:



Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

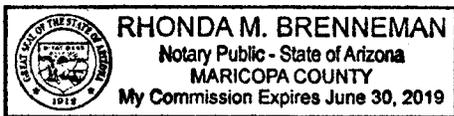


Aaron D. Arnson, Town Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On November 13, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.





Rhonda M. Brenneman
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AGTS, INC.

[State Contract]

See following pages.



Request for Proposal

Solicitation No.
ADSP018-00008097

Training – Professional Development and-or Related Consultation

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

Section 1: Solicitation Summary

1.0 What the State Is Soliciting

The Arizona Department of Administration, State Procurement Office division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to provide a variety of Training - Professional Development and-or Related Consultation services for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies/Customers) to Eligible Agencies.

The Special Terms and Conditions provide a more detailed definition of Eligible Agencies.

A list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at: <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

The State anticipates awarding multiple Contracts to begin providing services by a target date of June 1, 2018.

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What's in the Solicitation

Part 1	Section 1: Solicitation Summary	<i>ProcureAZ file #1: ADSP018-00008097_OPEN_FIRST_Training- Prof Dev and-or Related Consultation.PDF</i>
Part 2	Section 2-A: Scope of Work	<i>ProcureAZ file #2: ADSP018-00008097_RFP_Training- Prof Dev and-or Related Consultation.PDF</i>
	Section 2-B: Pricing Document	
	Section 2-C: Special Terms and Conditions	
	Section 2-D: Uniform Terms and Conditions	
Part 3	Section 3-A: Instructions to Offerors	<i>ProcureAZ file #3: ADSP018-00008097_Offer_Forms_Training- Prof Dev and-or Related Consultation.DOC</i>
	Section 3-B: Offer forms	



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3.0 How and When Proposals Are Due

Proposals will only be accepted online in the "ProcureAZ" system at <https://procure.az.gov> until the "Bid Opening Date" indicated in ProcureAZ for the **Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office's possession online no later than that deadline.

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ.

4.0 Pre-Offer Conference

The State **WILL** conduct a Pre-Offer Conference for this Solicitation at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>); attendance is optional but encouraged. Refer to paragraph 2.8 of the Instructions to Offerors for more information.

5.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the "Q&A" tab within ProcureAZ. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

End of Section 1



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Part 2: Scope, Pricing and Terms and Conditions

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SECTION 2-A: Scope of Work

1.0 Purpose and Background

- 1.1 **Purpose:** The State of Arizona is seeking to establish one or more 'statewide' contracts to provide Training, Professional Development and Related Consultation services for all state agencies, boards, and commissions, as well as participating State Cooperative Members. Any training provided by a vendor is to supplement training currently provided by the Arizona Learning Center (ALC). A complete ALC course listing can be found at the following site: <http://www.hr.az.gov/LearningCenter/default.asp>.

NOTE: The terms "Eligible Entity" "Eligible Agency" and "Customer" are used interchangeably in this document and refer to state agencies, boards, and commissions, as well as participating State Cooperative Members, utilizing the Contract.

- 1.2 **Background:** The State currently spends approximately \$2million dollars annually utilizing twenty-six (26) Training and Professional Development Services Contractors and three (3) Safety Training Services Contractors. This Solicitation combines the following two current Contract Sets: Training and Professional Development Services and Safety Training Services.

2.0 Scope Summary for Training - Professional Development and-or Related Consultation

- 2.1 The objective is to contract a pool of vendors who can deliver professional development training, and/or design courseware for a wide variety of disciplines, and/or provide related consultation services.
- 2.1.1 Any training provided by a vendor is to supplement training currently provided by the Arizona Learning Center (ALC). A complete ALC course listing can be found at the following site: <http://www.hr.az.gov/LearningCenter/default.asp>
- 2.1.2 The services provided will deliver critical competencies and skill sets in a variety of formats and delivery methods that will satisfy group or individual training and development needs.
- 2.1.3 Contractor shall have established minimum and maximum class or group sizes to optimize the learning success of the participants.
- 2.1.3 **Training Levels:**
- Level 100 – General awareness: Provides minimum Customer and/or Train-the-Trainer or Supervisor: regulatory requirements.**
- Level 200 – Train-the-Trainer or Supervisor: Designed to educate and supply personnel at supervisor management level or training administrator, together with information and materials needed to train staff.**
- Level 300 – Reserved for Eligible Agency Training.**



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Level 400 - Operation Specific: Training is geared to a specific agency's exposures and internal procedures.

Level 500 - Specialized and/or Advanced Training: Training leading to a specialized and/or advanced certification.

2.1.4 Materials / Curriculum Courseware

2.1.4.1 Structured Training and Professional Development Curriculum Courseware shall be included in the price of the Class/Course

2.1.4.2 Customized Curriculum Courseware - Pricing of the materials shall be negotiated, agreed upon in writing and signed by authorized representatives of both parties (Customer and Contractor) prior to the start of course and/or material delivery.

2.1.4.3 Customer provided Materials - If the Contractor is required to use materials provided by the Customer, the Contractor will receive said materials from the Customer at least five (5) working days from start of a Contractor facilitated Class/Course.

2.1.5 Cancellation

2.1.5.2 Contractor Cancellation - Contractor may cancel scheduled classes up to ten (10) days prior to the scheduled start of the class for instructor-led classroom training classes or three (3) days for on-line training classes, if attendance minimums specified in the Training Plan aren't met.

2.1.5.3 Customer's Cancellation - Notice of cancellation shall be provided by the Customer to the Contractor at least forty-eight (48) business hours prior to the start time and date of scheduled training.

2.1.5.3 Both Parties (i.e. Customer and Contractor) may mutually agree to reduce or increase the notification period by processing a Change Order to the Training Plan. The Change Order must be signed by authorized individuals from both parties.

2.1.5.4 Contractor shall not be compensated for services not provided.

2.1.5.5 Customized Work Product -

2.1.5.5.1 The cost of development of the work product is as of the date on which the Contractor was notified in writing (includes email) by an authorized Customer representative of the cancellation

2.1.5.5.2 Payment is dependent on proof of the time and materials spent on the development.

2.1.5.5.3 The Customer may decide to purchase developed courseware at a negotiated price, but there is no obligation on the part of the Customer to do so.

2.1.6 Start Work - No Purchase Order is to be issued until a written Training Plan has been agreed to by both parties (Contractor and Customer). No work shall be performed until the Contractor has received a Purchase Order from an authorized representative of the Customer. A copy of the Training Plan is to be attached to the Purchase Order.



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The Training Plan may either be detailed and incorporated on the Invoice or attached as a separate identified item.

2.1.7 Services provided shall be available statewide

2.1.8 During the Term of this Contract, additional training, professional services and/or consulting services may be added as Customer, Local/State/Federal requirements or standards or needs change. Any additions/revisions/deletions shall be via a Contract Amendment.

2.2 Training and Professional Development Services may be either Structured or Customized

2.2.1 **STRUCTURED** means that the curriculum, materials, delivery formats, and method(s) of delivery, have already been developed, tested and successfully provided in other situations outside of this Contract (e.g. Off-the Shelf), with little or no revision in order to meet the requirements of the Customer.

2.2.2 **CUSTOMIZED** means that curriculum, materials, delivery formats, and method(s) of delivery are developed for the specific requirements of the Customer.

3.0 Scope of Services

3.1 TRAINING - PROFESSIONAL DEVELOPMENT and-or RELATED CONSULTATION CATEGORIES

The Contractor may provide services that fall under one or more of the following Categories and one or more of the respective Sub-Categories under each Category.

STRUCTURED	CUSTOMIZED	RELATED CONSULTATION
Child Safety Services	Child Safety Services	Child Safety Services
Corrections	Corrections	Corrections
Education	Education	Education
Information Technology	Information Technology	Information Technology
Health Services	Health Services	Health Services
Management / Leadership	Management / Leadership	Management / Leadership
Personal Development	Personal Development	Personal Development
Quality Services	Quality Services	Quality Services
Safety	Safety	Safety
Other - Specify	Other - Specify	Other - Specify



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3.2 TRAINING DELIVERY FORMATS

- 3.2.1 **Computer Based Training (CBT)** – type of training in which the individual learns by executing special training programs on a computer. Customer may have required specifications for CBT formats.
- 3.2.2 **E-Learning (E)** – the transfer of skills and knowledge through the use of technology that enables an individual to learn anytime and anywhere. E-learning applications and processes include Web-based learning, webinars, virtual education opportunities and digital collaboration. Content is delivered via internet, intranet/extranet, audio, video, satellite TV or other specified technology.
- 3.2.4. **Offsite Classroom** – Contractor Facility (VF) – In person instruction session at Contractor's location or chosen facility.
- 3.2.5 **Onsite Classroom** – State or Cooperative Member Facility (SF) – In person instruction session at a State or Cooperative Agency facility or chosen facility.
- 3.2.6 **Train-the-Trainer (TT)** – transfer of knowledge and skills needed by a prospective trainer to provide a specified type of learning curriculum and experience.

3.3 CURRICULUM DELIVERABLES

All Training and Professional Development materials whether for Structured Curriculum or Customized Curriculum shall at a minimum include the following:

- 3.3.1 **Pre-Training and Post-Training**
 - 3.3.1.1 Clearly stated measurable learning objectives
 - 3.3.1.2 Assessments that test participant's achievement of the stated learning objectives.
 - 3.3.1.3 Verification of participants attendance through a completed Sign-In Sheet
 - 3.3.1.4 Certificate of Completion and/or Completion Course Record for each participant.
 - 3.3.1.5 Participants' Evaluations of Course, to include evaluation of Instructor.
 - 3.3.1.6 Contractor shall provide Course Evaluations to the applicable Customer contact no later than 5 business days after each course has been provided.
- 3.3.2 **Facilitator Guide** – Facilitator Guide shall include at a minimum:
 - 3.3.2.1 Participant Guide;
 - 3.3.2.2 Table of Contents;
 - 3.3.2.3 Time segment allocations;
 - 3.3.2.4 Stated measurable objectives or specified safety standards for the specific curriculum that meet Industry/Federal/State standards; and,
 - 3.3.2.5 Bibliography for course content and referenced further reading.
- 3.3.3 **Participant Guide**
 - 3.3.3.1 Table of Contents;
 - 3.3.3.2 Time segment allocations;
 - 3.3.3.3 Stated measurable and realistic objectives or specified safety standards for the specific curriculum; and.



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3.3.3.4 Bibliography for course content and referenced further reading.

3.3.4 Assessment

3.3.4.1 Contractor shall conduct assessments for training services that will accurately test participants' comprehension of the learning objectives and, as appropriate, the skills obtained as of result of attending the Training.

3.3.4.2 Contractor shall submit a copy of completed Assessments to the applicable Customer contact no later than 5 business days after each course has been provided.

3.3.5 Evaluation

3.3.5.1 Contractor shall have participants complete an Evaluation of the Training provided.

3.3.5.2 Contractor shall provide a copy or a composite of all Evaluations for a given Training session to the designated Customer contact.

3.4 TRAINING PLANNING –

3.4.1 Contractor shall provide one (1) planning session to the Customer, at no charge, whether for Structured Curriculum or Customized Curriculum. The purpose of this session is to discuss training requirements.

3.4.1.1 *Agreed upon requirements for the training shall be in writing and signed by authorized representatives from both parties (Contractor and the Customer)*

3.4.1.1.1 Written Training Plan shall include at a minimum:

- a. Statement of Work or Project Plan or Agenda or Description of Course;
- b. Description or listing of Course Deliverables;
- c. Applicable Course Pre-Requisites;
- d. Location and/or format of Course delivery;
- e. Who will be facilitating the Course delivery; and,
- d. Cost.

3.4.1.1.2 Customer shall have the final decision regarding:

- a. Type and level of training
- b. Duration of training
- c. Delivery format
- d. Delivery location and facilities
- e. Training environment (room set-up, equipment or other facility requirements).

3.4.1.1.3 Customer shall be allowed to review an actual Training and/or Professional Development activity via the proposed Training Delivery Format(s) prior to the commencement of any Services

3.4.1.1.4 Customer shall be allowed to edit and/or approve details of required Services, associated documentation and other



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Materials, whether they are for Structured Curriculum or Customized Curriculum.

3.4.1.1.5 Contractor shall submit a finalized outline and masters of all Materials necessary to perform the proposed Services at a mutually agreed upon time prior to the start of services to the Customer. Customer may review and provide final approval to include: the type, extent, and duration of Services provided by the Contractor.

3.4.1.1.6 Training Facility(ies) and Location(s)

a. Training may take place at either the Customer's location or the Contractor location. The mutually agreed upon location must be included in the written Training Plan.

b. Contractor shall provide a list of off-site facilities and any relevant options for the provision of Services. The list shall include at a minimum:

- Facility address;
- Facility ownership;
- Description of the facility and training room (s) to include size, provisions, and parking availability.

c. If a facility from the Contractor's listing is used:

- All necessary equipment shall be provided;
- Internet connection shall be available;
- Parking shall be available at no cost to the Customer or its participants.
- The Customer shall have the right to make unannounced site visits to insure that the facility and location is satisfactory prior to approval.

d. The Customer should consider using the facilities and services of the Meeting and Conference Room Planner – State of Arizona Contract Set, as deemed appropriate.

3.4.1.1.7 Software/Hardware Requirements – Both parties (Contractor and Customer) are to review any software, hardware and/or system requirements, to include Security requirements, needed to deliver Training and/or Professional Development curriculum, particularly E-Learning delivered services, to ensure compatibility, access, and availability PRIOR to use by participants.

3.4.2 Contractor may be required to attend one or more meetings for the purpose of obtaining updates from the State and/or its Customers.



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3.5 **TRAINING CONSULTATION SERVICES** – Customer may have a need to consult a Training and/or Professional Development expert to assess gaps in current agency training curriculum or consult to create a new Training and/or Professional Development training program.

3.5.1 There shall be a written Statement of Work, agreed upon and signed by both the Customer and Contractor, which contains:

3.5.1.1 A description of the Consultation Services to be performed;

3.5.1.2 The deliverables;

3.5.1.3 The duration in hours to complete the services;

3.5.1.4 The Contractor's Key Staff Contact who is also authorized to develop and process Change Orders and make day-to-day decisions, as needed;

3.5.1.5 The Customer's Key Staff Contact who is also authorized to develop and process Change Orders and make day-to-day decisions, as needed; and,

3.5.1.6 Other items as determined needed by the Customer and agree to by the Contractor.

3.5.2 Contractor shall submit written progress / completion report(s), including but not limited to the following items. The Customer shall have the final approval of report content, frequency of reporting, and report submission deadlines.

3.5.2.1 Accomplishments based on deliverables;

3.5.2.2 Problem Identification; and,

3.5.2.3 Recommendation(s) regarding Problem resolution.

3.6 REPORTING

3.6.1 *Training and Professional Development activities, other than Planning or Consultation:*

3.6.1.1 **Customer Report** - By the fifth (5th) business day after the completion of the course(s)/session, the Contractor shall submit, to the Customer's Key Staff Contact, written progress reports / completion report(s), which include, but not limited to, the following:

3.6.1.1.1 Participant's Roster comprised of a listing of attendees/participants, which states:

- a. Type of Training and/or Professional Development;
- b. Session(s): Instructor(s) Name and Session Date(s);
- c. Completion status;
- d. If a Certificate was received.

3.6.1.1.2 The Customer may specify the format to be used, except for Safety Training Services where the Contractor shall use the format depicted in *Exhibit I*.

3.6.1.2 **Quarterly Report** - By the tenth (10th) business day after the end of each Contract Quarter, the Contractor shall send a report for the Reporting



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Quarter to the Procurement Officer for this Contract. The Quarterly Report shall contain, at a minimum, the following information:

3.6.1.2.1 By each State Agency and each Cooperative Member a listing of Work performed to include:

- a. Date Started and Ended;
- b. Brief description of Purpose;
- c. Brief description of Outcome(s);
- d. Total amount Invoiced during Reported Quarter;
- e. Outstanding Payments to include: Amount due, date service ended, and date Invoice submitted.

3.6.1.2.2 The State may establish a required format during the life of this Contract.

3.6.1.3 **Contract Year Report** - By the tenth (10th) business day after the end of the last Contract Quarter, the Contractor shall send a cumulative report for the Contract Year (Contract Year Report) to the Procurement Officer for this Contract. The Contract Year Report shall contain, at a minimum, the following information

3.6.1.3.1 By each State Agency and by each Cooperative Member a listing of Work performed to include.

- a. By Type of Training and/or Professional Development;
- b. Number of Session(s);
- c. Completion status;
- d. Number of Certificates issued;
- e. Total amount Invoiced for Contract Year; and,
- f. Outstanding Payments to include: Amount due, date service ended, and date Invoice submitted.

3.6.1.3.2 The State may establish a required format during the life of this Contract.

3.6.2 Training Consultation Service

3.6.2.1 **Customer Report** - By the fifth (5th) business day after the conclusion of services, Contractor shall submit, to the Customer's Key Staff Contact, a Final Report 10 day which includes at a minimum:

- 3.6.2.1.1 Work performed, to include: when performed and by whom;
- 3.6.2.1.2 Accomplishments based on deliverables;
- 3.6.2.1.3 Problem and/or improvement recommendation; and,
- 3.6.2.1.4 Recommended resolution(s) and/or improvement(s).



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- 3.6.2.1 The Customer may specify the format to be used, except for Safety Training Services where the Contractor shall use the format depicted in *Exhibit I*
- 3.6.2.2 **Quarterly Report** - By the tenth (10th) business day after the end of each Contract Quarter, the Contractor shall send a report for the Reporting Quarter to the Procurement Officer for this Contract. The Quarterly Report shall contain, at a minimum, the following information:
 - 3.6.2.2.1 Listing of Work performed by each State Agency and by each Cooperative Member to include:
 - a. Date Started and Ended;
 - b. Brief description of Purpose;
 - c. Brief description of Outcome(s);
 - d. Total amount Invoiced during Reported Quarter;
 - e. Outstanding Payments to include: Amount due, date service ended, and date Invoice submitted.
 - 3.6.2.2.2 The State may establish a required format during the life of this Contract.
- 3.6.2.3 **Contract Year Report** - By the tenth (10th) business day after the end of the last Contract Quarter, the Contractor shall send a cumulative report for the Contract Year (Contract Year Report) to the Procurement Officer for this Contract. The Contract Year Report shall contain, at a minimum, the following information
 - 3.6.2.3.1 Listing of Work performed by State Agency and by Cooperative Member to include:
 - a. Date Started and Ended;
 - b. Brief description of Purpose;
 - c. Total amount Invoiced for Contract Year;
 - d. Outstanding Payments to include: Amount due, date service ended, and date Invoice submitted.
 - 3.6.2.3.2 The State may establish a required format during the life of this Contract.

SECTION 2-A SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
1.	Enter or type "None"	X	x	X
2.	Enter or delete row if not needed			



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3.	Enter or delete row if not needed			
4.	Enter or delete row if not needed			
5.	Enter or delete row if not needed			
6.	Enter or delete row if not needed			
7.	Enter or delete row if not needed			

The following Exhibit applies to the Scope of Work:
SECTION 2-A_EXHIBIT I – Safety Training Course Listing

End of Section 2-A



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SECTION 2-B: Pricing Document

1.0 Compensation

1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

2.0 Pricing

2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachments/Exhibits titled ATTACHMENT 4 PRICING – (Structured or Customized or Consultation) to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

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

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

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

2.2 PRICING-ALL-INCLUSIVE:

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

2.3 PRICE INCREASES:

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

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.



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(c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

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

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6 TRAVEL

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

3.0 Funding

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

4.0 Invoicing

4.1 **INVOICES GO TO BUYING ENTITY.** Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document.

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

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●



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Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes <i>(as a separate invoice line item)</i>	●
Upcharge shipping/freight, etc. <i>(as a separate invoice line item)</i>	Materials only
Total invoice amount due	●
<i>Per 2.1.6 Start Work a copy of the Training Plan is to be detailed and incorporated in the invoice or attached to the invoice.</i>	

- 4.3 **NO INVOICE WITHOUT AUTHORIZATION.** Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Order;
 2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.
- 4.4 **PRE-INVOICE REVIEW.** Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 **SUBMITTING INVOICES.** Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.6 **DEFECTIVE INVOICES.** Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.
- 4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
 - 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
 - (a) are sent to an incorrect address;
 - (b) do not reference the correct State contract number; or
 - (c) are payable to any Person other than the Contractor.
 - 4.6.3 The ordering EligibleEntity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.



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5.0 Payments

- 5.1 **PAYMENT.** The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions
- 5.2 **JOINT CHECKS OR DIRECT PAY.** applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 **RECOVERY OF OVER-PAYMENT.** If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 **PAYMENTS TO SUBCONTRACTORS.** Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 **PURCHASING CARD.** applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 **AUTOMATED CLEARING HOUSE.** applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:
<https://gao.az.gov/afis/vendor-information>

6.0 Exhibits to the Pricing Document

None

End of Section 2-B



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SECTION 2-C: Special Terms and Conditions

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

1.0 Definition of Terms

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

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code," "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: <https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
 2. was attached to an Offer when submitted; and
 3. was included in the Accepted Offer.
- 1.6 Pricing Document** "Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.7 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.





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- 1.11 Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).
- NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.12 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.13 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.14 Instructions to Offerors** "Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
- 1.15 Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":
1. "Release" or "Release Purchase Order" in ProcureAZ;
 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
 3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.
- 1.16 ProcureAZ** "ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.
- NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- NOTE (2): The URL for ProcureAZ itself is:
<https://procure.az.gov/>
- 1.17 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.18 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.19 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit ... "The Contract is to be construed as "a contract with a state governmental unit" for purposes



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of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.20 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.



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- (a) Contract Amendments;
- (b) the Solicitation Documents, in the order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;
 - (3) Uniform Terms and Conditions;
 - (4) Scope of Work;
 - (5) Exhibits to the Scope of Work;
 - (6) Pricing Document;
 - (7) Exhibits to the Pricing Document;
 - (8) Specifications; and
 - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, If an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for fourteen (14) months unless canceled, terminated, or permissibly extended.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of 5 (five) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and



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(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

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3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials





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that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- ii. the right to release or disclose that work product to third parties for any State government purpose; and
- iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- (c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's





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advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 **ADDITIONAL NAMES.** Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaled. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 **FLOW-DOWN.** Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 **ORDER SUFFICIENCY.** The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 **ORDER TERMS.** All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 **ORDERS ARE OBLIGATORY.** Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 **SPECIAL CASE.** In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.12.5 **NO MINIMUMS OR COMMITMENTS.** (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing



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3.13 Statewide Contract Provisions

applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

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

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

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:
<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>
2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 (*Orders are Obligatory*). Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be



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barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.

- 6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14 Multiple-Use Provisions

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

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

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

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 **COMPLIANCE WITH RULES.** Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.





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3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.





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5.2.2 IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

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

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

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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



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

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional Insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation.....	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
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/Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

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

- a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.

SAM coverage is required only if Contractor's services involve working with, or caring for, children and/or vulnerable adults ("Vulnerable Adults" means physically and developmentally disabled adults or inmates that are in the care, custody, and control of the State of Arizona).

- b. In the event that the Professional Liability Insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and, either continuous coverage will be maintained or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- c. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

5. Technology Errors & Omissions Insurance – Required as applicable to the services provided.

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





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- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.
- d. Technology Errors and Omissions insurance coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:
 - 1. Computer Based training (CBT) and/or
 - 2. E-Learning (E).

6. Network Security (Cyber) and Privacy Liability – Required as applicable to the services provided.

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

- a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- e. Network Security (Cyber) and Privacy Liability coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:
 - 1. Computer Based training (CBT) and/or
 - 2. E-Learning (E).





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ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

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

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

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

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

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

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

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. 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, certified copies of all insurance policies required by this Contract at any time.

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

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

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-



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insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

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 judgement 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, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 (*Performance in Public Health Emergency*), declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.





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- 6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- 6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.6 Third Party
Antitrust
Violations**

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

**7.1 Conformity to
Requirements**

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

**7.2 Contractor
Personnel**

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

**7.3 Intellectual
Property**

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

**7.5 Operational
Continuity**

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a





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consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.7 Lobbying

7.7.1 PROHIBITION.

(a) Contractor warrants that:

- i. It will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
- ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8 Survival of Warranties

All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.



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10.2 Mandatory Arbitration In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 RESERVED

12.0 General Provisions for Services

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

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

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

12.4 Off-Contract Services Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

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

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



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12.7 Accuracy of Work

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

12.8 Requirements at Services Location

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

12.9 Services Acceptance

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

12.10 Corrective Action Required

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

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

13.0 Data and Information Handling

13.1 Applicability

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

13.2 Data Protection and Confidentiality of Information

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



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by those same avenues is State's confidential information. To comply with the foregoing warrant:

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

13.3 Personally Identifiable Information.

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

For purposes of this paragraph:

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

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

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

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

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

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

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

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

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



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14 0 Information Technology Work

- 14.1 Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes information technology.
- 14.2 Background Checks** Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
- 14.3 Information Access**
- 14.3.1 **SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
- 14.4 Pass-Through Indemnity**
- 14.4.1 **INDEMNITY FROM THIRD PARTY.** For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 14.4.2 **NOTIFY OF CLAIMS.** State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- State reserves the right to elect to participate in the action at its own expense;
 - State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and





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(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

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

14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's Intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

- (a) replace any infringing items with non-infringing ones;
- (b) obtain for State the right to continue using the infringing items; or
- (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

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

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

14.7 First Party Liability Limitation

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

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

- (a) indemnified claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
- (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or



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(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

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

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

14.8 Information Technology Warranty

14.8.1 **SPECIFIED DESIGN.** Where the Scope of Work for Information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 **COTS SOFTWARE.** With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current Industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 **PAYMENT HAS NO EFFECT.** The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the





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access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Section 2-B



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SECTION 2-D: Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 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 of 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. |

2.0 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 |
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Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties** The Contractor under this Contract is an Independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..
- 2.6 No Parole Evidence** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

- 3.1 Records** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.



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- 3.5 Notices** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 Federal Immigration and Nationality Act** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.



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4.0 Costs and Payments

- 4.1 Payments** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes**
- 4.3.1. Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law
- 4.4 Availability of Funds for the Next State fiscal year** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1.** Accept a decrease in price offered by the contractor;
- 4.5.2.** Cancel the Contract; or
- 4.5.3.** Cancel the contract and re-solicit the requirements

5.0 Contract Changes

- 5.1 Amendments** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 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.



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6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition;

or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time



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equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

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

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

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

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

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated



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by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

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.



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The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

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

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

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

9.6 Continuation of Performance Through Termination

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

10 0 Contract Claims

10.1 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 0 Arbitration

11.1 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 0 Comments Welcome

12.1 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 2-D

End of Part 2



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Part 3 of the Solicitation

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Section 3-A: Instructions to Offerors

1.0 Definition of Terms

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

- 1.1 Arizona Procurement Code; A.R.S.; A.A.C.** "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>
- 1.2 Clarifications** "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.
- 1.3 Contract** "Contract" is defined in paragraph 1.2 of the Uniform Terms and Conditions.
- 1.4 Contract Amendment** "Contract Amendment" is defined in paragraph 1.3 of the Uniform Terms and Conditions.
- 1.5 Contract Terms and Conditions** "Contract Terms and Conditions" is defined in paragraph 1.8 of the Special Terms and Conditions.
- 1.6 Contractor** "Contractor" is defined in paragraph 1.4 of the Uniform Terms and Conditions.
- 1.7 Evaluation** "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.
- 1.8 Negotiation** "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.
- 1.9 Not Susceptible for Award** "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.





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- 1.10 Offer:**
Initial Offer;
Revised Offer;
Best and Final
Offer (BAFO)
- "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.
- "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.
- "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.
- Reference to "an Offer," "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.11 Offeror**
- "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.
- 1.12 Pricing Document**
- "Pricing Document" means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.
- 1.13 ProcureAZ**
- "ProcureAZ" is defined in paragraph 1.16 of the Special Terms and Conditions.
- 1.14 Procurement Officer**
- "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 ProcureAZ.
- 1.15 Solicitation**
- "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.
- Refer to the Solicitation Summary for which of the foregoing is this Solicitation.
- 1.16 Solicitation Amendment**
- "Solicitation Amendment" means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.
- 1.17 Solicitation Summary**
- "Solicitation Summary" means Section 1 of the Solicitation Documents.
- 1.18 State**
- "State" is defined in paragraph 1.11 of the Uniform Terms and Conditions.
- 1.19 Subcontract**
- "Subcontract" is defined in paragraph 1.13 of the Uniform Terms and Conditions.
- 1.20 Subcontractor**
- "Subcontractor" is defined in paragraph 1.19 of the Special Terms and Conditions.

2.0 Solicitation Inquiries

- 2.1 Duty to Examine**
- 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.





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- 2.2 State Contact Person**
Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the ProcureAZ Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.
- 2.3 Submission of Inquiries**
Submit all inquiries related to the Solicitation in ProcureAZ; the Procurement Officer will not respond to inquiries received in any other manner.
 1. Submit technical inquiries about submitting proposals in ProcureAZ to the ProcureAZ Help Desk:
 - by phone at (602) 542-7600, option 1; or
 - by email to procure@azdoa.gov.
 2. Submit all other inquiries about the Solicitation using the online form under the "Q&A" tab for the Solicitation in ProcureAZ. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about submitting proposals, State is not responsible for responding to any inquiries submitted less than 3 (three) business days before the offer due date and time.
- 2.4 Timeliness**
Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the 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.
- 2.5 Verbal or Email Responses**
An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments**
Only a Solicitation Amendment issued in ProcureAZ can change the Solicitation.
- 2.7 Pre-Offer Conference**
A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>); attendance is not required. 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.

3.0 Offer Preparation

- 3.1 Online Documents**
The Solicitation Documents are only provided online in ProcureAZ; State will not provide any printed copies or other formats.
- 3.2 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 before submitting files in any other format.





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- 3.3 Deviations in Offer** When submitting an Offer, flag clearly any deviations from the Specifications or other Solicitation technical requirements documents. Any un-flagged 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.
- 3.4 Evidence of Intent** Every one of your Offers must contain Attachment 1 [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.
- 3.5 Exceptions to Solicitation Documents** If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate "NO" on Attachment 5-B [Conformance Statement] and also indicate that exceptions are being taken under the "Terms & Conditions" tab for the Solicitation in ProcureAZ. 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.
- 3.6 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 Attachment 5-C [Insurance and Bonding Evidence].
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 Attachment 5-A [Designation of Confidential Information].
Unless 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 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





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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.

3.11 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 Procurement Officer to determine that the Offer is Not Susceptible for Award.

3.12 Cost of Offer Preparation

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

3.13 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.

4.0 Submission of Offer

4.1 Required Offer Content

Submit all of the Initial Offer content called for in **Section 3-B: Offer Forms (Attachments)**. To be Responsive, each Revised Offer or a Best and Final Offer must contain all of the Attachments indicated in the applicable Procurement Officer request for Revised Offer or request for Best and Final Offer. If Procurement Officer does not request that a Revised Offer or Best and Final Offer include revision of an Attachment from its initial or previously-revised form, as applicable, then (1) Offeror shall not submit any revision of that Attachment with the Revised Offer or a Best and Final Offer, and Procurement Officer will disregard any such unrequested revision and (2) that Attachment be valid in its initial or previously-revised form, as applicable, for the duration of the Revised Offer or Best and Final Offer validity period.

4.2 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 X Supplement (#1 of 2)", etc., and the additional document is clearly marked as "Attachment X 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): Attachment Forms cannot be filled-in directly in ProcureAZ; they must be downloaded, edited, and then uploaded (referred to as "attachments" in ProcureAZ) as part of each Offer.





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NOTE (4): 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.

4.3 Pricing

Pricing must be shown in both of the following ways:

4.3.1 Three (3) EXCEL documents have been provided for Offeror's completion and submission. Each are titled as follows:

ATTACHMENT 4_PRICING – STRUCTURED

ATTACHMENT 4_PRICING – CUSTOMIZED

ATTACHMENT 4_PRICING – CONSULTATION

Submit pricing by selecting Category (EXCEL document titled *Structured or Customized or Consultation*). At the bottom of each of these documents select the tab for the subcategory(ies) for which you are submitting an Offer and entering the requested information on the subcategory sheet. You may complete one or more ATTACHMENT 4 EXCEL documents and as many subcategories on each EXCEL document for which you want to submit an Offer.

NOTE: The first tab contains general instructions.

4.3.2 To ensure Offeror submits a valid bid, Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ.

NOTE: Entering or leaving a zero (0) in the "Unit Cost" field will be considered a NO-BID by the system.

4.4 Submission

Submit each Offer online in ProcureAZ at <https://procure.az.gov> before the "Bid Opening Date" indicated for the "Solicitation No." State will not consider a proposal submitted by any other method other than ProcureAZ, 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 ProcureAZ. 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 ProcureAZ requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in ProcureAZ carefully, since the ProcureAZ Help Desk cannot do any of the required actions for you.

4.5 Solicitation Amendments

Acknowledge each Solicitation Amendment in ProcureAZ. 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. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments – if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

4.6 Amending or Withdrawing

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

4.7 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:





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1. indicate on Attachment 5-A [Designation of Confidential Information] that your proposal contains such claimed confidential information; and
2. designate clearly throughout the Offer each Instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential."

Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317 – Attachment 5-A must be accompanied by a **detailed explanation** as to why **each item or category of items** in the proposal should be designated confidential information.

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.

Submit Confidential Information/Documentation as a Supplement(s) to Section 5-A. DO NOT incorporate information you are requesting to be determined as Confidential in any other section of your response. If the information is to be responsive to another Section/Question simply provide a statement providing the Section 5-A Supplement Title to be reviewed by the Evaluators.

4.8 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 ProcureAZ 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 ProcureAZ promptly after the opening date.

4.9 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.

5.0 Responsibility; Responsiveness and Acceptability

5.1 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;



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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.

5.2 Responsiveness and Acceptability

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.

5.3 Eligibility for Evaluation and Negotiation

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





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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).

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.

6.0 Evaluation of Offers

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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 Capacity of Offeror, Experience;
 - 6.5.2 Methodology; and
 - 6.5.3 Cost.



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- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 Consideration of Prompt Payment Discount** Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.
- 6.11 Consideration of Taxes** Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.
- 6.12 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.
- 6.13 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.
- 6.14 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.





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7.0 Award of Contract

- 7.1 Best Advantage to State** Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror whose offer is determined to be most advantageous to the State based on the stated evaluation criteria.
- 7.2 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.
- 7.3 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.
- 7.4 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.

8.0 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 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.

9.0 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, Suite 201
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End of Section 3-A





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Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Training - Professional Development and-or Related Consultation services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

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

X

Offeror company name

Signature of person authorized to sign Offer

Initials

X

Address

X

Printed name and title

X

City | State | ZIP

X

Contact name and title

X

Federal tax identifier (EIN or SSN)

X

Contact Email Address

X

Contact phone number

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

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

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

State's Contract No. is: ADSP018-00008097

The effective date of the Contract is: date

Contract awarded date

Procurement Officer signature

Della A. Walters

Procurement Officer.



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Attachment 2-A Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience providing Training - Professional Development and/or Related Consultation services.
- 1.2 Date established;
- 1.3 Ownership (public, partnership, subsidiary, etc.);
- 1.4 Location in which the Offeror is incorporated;
- 1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;
- 1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;
- 1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.8 A Statement of whether, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- 1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
- 1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;
- 1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;
- 1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,



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- 1.13 Full disclosure of any criminal or civil offense.
- 1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.
- 1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:

[Click here to enter your response.](#)

Question 2: Company Experience

- A. What market(s) are your current clients primarily in?
- B. What experience do you have serving clients in Business Markets within the State of Arizona State?
- C. What is the range in size of your current clients?
- D. Provide two (2) examples that exhibit your experience with different types and sizes of Training - Professional Development and-or Related Consultative services for clients?
- E. How long have you provided services to your longest tenured client?
- F. Why did your last three former clients cancel their contracts?
- G. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

[Click here to enter your response.](#)

Question 3: Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

[Click here to enter your response.](#)

Question 4: Proposed Project Members and Organization

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.



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Offeror Response:

Click here to enter your response.

Question 5: Subcontractors

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:

Click here to enter your response.

Question 6: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the Training - Professional Development and-or Related Consultation services being proposed.

Offeror Response:

Click here to enter your response.



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EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related. **All assignments shall be for assignments received and completed within the last five (5) years.**

1	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x
	Phone Number	Email Address		
	x	x		
	Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)			
	x			
	List job positions provided and technologies utilized to supplement services.			
	x			

2	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x
	Phone Number	Email Address		
	x	x		
	Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)			
	x			
	List job positions provided and technologies utilized to supplement services.			
	x			



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3	Client Company/Address	Contact	Begin Date	End Date
x		x	x	x
	Phone Number	Email Address		
x		x		
Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
x				
List job positions provided and technologies utilized to supplement services.				
x				

4	Client Company/Address	Contact	Begin Date	End Date
x		x	x	x
	Phone Number	Email Address		
x		x		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
x				
List job positions provided and technologies utilized to supplement services.				
x				

End of Attachment 2-A



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Attachment 2-B Organization Profile

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

ORGANIZATION PROFILE

Firm Name	<input checked="" type="checkbox"/>	Year established	<input checked="" type="checkbox"/>
Principal address (street, city, state)	<input checked="" type="checkbox"/>		
Entity type	<input checked="" type="checkbox"/>	Structure	<input checked="" type="checkbox"/>
Branch or Division	<input checked="" type="checkbox"/>	Parent	<input checked="" type="checkbox"/>
Years of experience providing goods similar in type and quantity as required by this Solicitation.	<input checked="" type="checkbox"/>		
Years of experience performing services similar in size and scope as required by this Solicitation.	<input checked="" type="checkbox"/>		
Years the organization has conducted business in Arizona	<input checked="" type="checkbox"/>		
Contract Representatives to Contact			
	Name	Title	E-Mail Address
1.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Licenses/Certifications			
	Description	Issuer	Expiration
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Financial Information (attach financial statements with income/balance sheets as Supplement(s))			
	Rating/Issuer	Score/Rank	Date
11.			
12.			
13.			



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Capacity				
	Location	Work Performed	Number Staff	Capacity
14				
15				
16				
17				
18				

ATTACHMENT 2-B SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
19.	Enter or type "None"	x	x	x
20.	Enter or delete row if not needed			
21.	Enter or delete row if not needed			
22.	Enter or delete row if not needed			
23.	Enter or delete row if not needed			
24.	Enter or delete row if not needed			
25.	Enter or delete row if not needed			

End of Attachment 2-B



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Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Describe your past experience in providing services similar to those stated in the Scope of Work. Include:

- a. Provide a general concise description of your company's past experience providing services similar to those stated in the Scope of Work.
- b. List and describe three Training and/or Professional Development and/or Related Consultation events that your firm has managed in the past two years that included some or all of the services stated in the Scope of Work? Include:
 1. Type of Training and/or Professional Development and/or Related Consultation provided.
 2. Size and/or Scope of event.
 3. Method of delivery
 4. Location – State, City, type of facility
 5. For whom event was delivered: Company/Entity
 6. Type of participant – classification type, level of experience/skill level, any other description which provides the reader an understanding of the type of participant.

Offeror Response:

Click here to enter your response.

Question 2: State and describe the Categories you are proposing to provide. Include responses to the following:

- a. What specific type(s) of Training and/or Professional Development and/or Consultation services are you proposing to provide? State what your specialty(ies) is/are.
- b. What is the average lead time you need for an event?
- c. How many events can you handle at any one time? Explain if it depends on size and/or types of events.
- d. What time(s) of the year are busiest for your business?
- e. If you are proposing Training and/or Professional Development - State if you are proposing to provide Structured and/or Customized services. In addition:
 - o Training Delivery Format(s) - Provide a concise description of how you will comply with the Curriculum Deliverables required in Section 3.2. of the Scope of Work.

In addition:

- If you are Offering one or more of the following formats, provide details on how the Training and/or Professional Development services are accessed:
 - (CBT) - Computer Based Training
 - (E) - E-Learning
 - (W) – Webinar
- If there is a *Terms of Use* agreement that is normally required of your customers and which you would like required, please submit a copy with your Offer.



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- o Curriculum Deliverables – Provide a brief and concise description of how you will comply with the Curriculum Deliverables required in Section 3.3. of the Scope of Work.
 - o Training Planning - Provide a brief and concise description of how you will comply with the Curriculum Deliverables required in Section 3.4. of the Scope of Work.
 - Provide the minimum and maximum average class or group size, if any, you believe are critical to the learning success of the participants.
- f. If you are proposing **Training Consultative Services** - Provide a brief and concise description of how you will comply with the Curriculum Deliverables required in Section 3.5. of the Scope of Work.

Offeror Response:

Click here to enter your response.

Question 3: Provide information on your client base. Include:

- a. Who are your top clients?
- b. What industries or market segments are key buyers of your firm's services?

Offeror Response:

Click here to enter your response.

Question 4: Business Management – Address each of the following items:

- a. Describe your plan for the continuation of services if your dedicated representative(s) is/are unavailable due to illness, vacations, etc.
- b. Describe your process for tracking time spent on each event.
- c. Are there any special technologies you use to improve the quality of your services?

Offeror Response:

Click here to enter your response.

Question 5: Quality Control – Address each of the following items.

- a. How do you maintain communication with your Customers?
- b. What is your process for responding to Customer concerns?
- c. Other methods used to ensure the quality of your services.

Offeror Response:

Click here to enter your response.

Question 6: Value-Added Services.

- a. What makes the services you are proposing unique / different from other similar services available?



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Offeror Response:

Click here to enter your response.

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Attachment 3-B Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work. Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1	Name:	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		



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2	Name:	<input checked="" type="checkbox"/>	How long with company?	<input type="checkbox"/> years
	Current position in company:	<input checked="" type="checkbox"/>	How long in position?	<input type="checkbox"/> years
	Position for the Services.	<input checked="" type="checkbox"/>	How much of time will be dedicated to the Services?	<input type="checkbox"/> %
	What primary functions will be assigned?	<input checked="" type="checkbox"/>		
	Describe person's experience in performing services like those that are to be assigned:	<input checked="" type="checkbox"/>		
	List person's job-related training and education:	<input checked="" type="checkbox"/>		
	Resume:	filename		



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3	Name:	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

End of Attachment 3-B



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Attachment 3-C Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Name	select		
2.	Name	select		
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		
10.	Name	select		

End of Attachment 3-C



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Attachment 3-D Boycott of Israel Disclosure

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

As defined by A.R.S. §35-393.01:

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

All offerors must select one of the following:

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

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

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title

End of Attachment 3-D



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Attachment 4 Pricing Sheet

Pricing must be shown in both of the following ways:

1. Three (3) EXCEL documents have been provided for Offeror's completion and submission. Each are titled as follows:

ATTACHMENT 4_PRICING – STRUCTURED

ATTACHMENT 4_PRICING – CUSTOMIZED

ATTACHMENT 4_PRICING – CONSULTATION

Submit pricing by selecting Category (EXCEL document titled *Structured or Customized or Consultation*). At the bottom of each of these documents select the tab for the subcategory(ies) for which you are submitting an Offer and entering the requested information on the subcategory sheet. You may complete one or more ATTACHMENT 4 EXCEL documents and as many subcategories on each EXCEL document for which you want to submit an Offer.

NOTE: The first tab contains general instructions.

2. To ensure Offeror submits a valid bid, *Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ.*

NOTE: Entering or leaving a zero (0) in the "Unit Cost" field will be considered a NO-BID by the system.

End of Attachment 4



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Attachment 5-A Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer along with the appropriate supporting information to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – If neither is checked, State will assume that as equivalent to "DOES NOT":

<input type="radio"/>	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
<input type="radio"/>	This response DOES contain trade secret information because it contains information that: <ol style="list-style-type: none"> 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

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

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

<input checked="" type="checkbox"/>	Offeror Company Name	<input checked="" type="checkbox"/>	Signature of Authorized Person
<input checked="" type="checkbox"/>	Address	<input checked="" type="checkbox"/>	Printed Name
<input checked="" type="checkbox"/>	City State Zip	<input checked="" type="checkbox"/>	Title

End of Attachment 5-A



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Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

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



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Attachment 5-B Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS: (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 1.

CONFORMANCE TO THE SCOPE AND PRICING DOCUMENTS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 2.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 3.



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ATTACHMENT 5-B Supplement No. 1: Exceptions to Instructions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Instructions to Offerors		
x	x	x
x	x	x
x	x	x

Company Name

Signature of Person Authorized to Sign



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ATTACHMENT 5-B Supplement No. 2: Exceptions to Scope of Work and Pricing

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x
Section 2-B: Pricing Document		
x	x	x
x	x	x
x	x	x
x	x	x
x	X	x

Company Name

Signature of Person Authorized to Sign



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ATTACHMENT 5-B Supplement No. 3: Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
x	x	x
x	x	x
x	x	x

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B



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Attachment 5-C Insurance

Provide a letter(s) from your Insurance company (ies) stating that your company can obtain the Proof(s) of Insurance as required in Exhibit 1 of the Special Terms and Conditions. The additional letter(s) should be clearly marked as **Attachment 5-C_Supplement_Insurance**

NOTE: If Awarded a Contract, Proof of Insurance (e.g. ACORD forms) must be submitted prior beginning service(s) under the Contract.

End of Attachment 5-C



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Attachment 5-D Data Protection and Confidentiality of Information

Arizona Baseline Infrastructure Security Controls

If the Offeror is proposing one or both of the following Training Delivery Formats:

- Computer Based Training (CBT); and/or,
- E-Learning (E),

the Offeror may be required to complete and pass the Arizona Baseline Infrastructure Security Controls Questionnaire as part of the evaluation for further negotiations or solicitation award. The Arizona Baseline Infrastructure Security Controls Questionnaire is managed by the Security Team within ADOA-ASET. The intent is to ensure thorough and appropriate management of State-owned data. If determined a requirement of award, the Offeror must comply with the State Baseline Security requirements.

If the Offeror is FedRAMP Certified documentation of the certified may be requested.

USE LINK DIRECTLY BELOW THIS SENTENCE TO SEE THE FOLLOWING DOCUMENTS:

<https://aset.az.gov/resources/policies-standards-and-procedures>

- Reference Document: Arizona Control Quick Guide v2.0 (pdf)
- Questionnaire: Arizona Baseline Security Controls 2016 (Excel).

DO NOT SUBMIT THE ABOVE DOCUMENTS OR RESPOND TO THIS ITEM WITH INITIAL PROPOSAL SUBMISSION. If determined a requirement of award, the Offeror will be asked to di must comply with the State Baseline Security requirements

End of Attachment 5-D



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Attachment 5-E Offer Checklist

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

DOCUMENT	SUBMITTED
1. Attachment 1: Offer and Acceptance Form	<input type="checkbox"/> YES <input type="checkbox"/> no
2. Attachment 2-A: Experience and Capacity Questionnaire	<input type="checkbox"/> YES <input type="checkbox"/> no
3. Attachment 2-B: Organization Profile	<input type="checkbox"/> YES <input type="checkbox"/> no
4. Attachment 3-A: Method Proposal	<input type="checkbox"/> YES <input type="checkbox"/> no
5. Attachment 3-B: Key Personnel Proposal	<input type="checkbox"/> YES <input type="checkbox"/> no
6. Attachment 3-C: Proposed Subcontractors	<input type="checkbox"/> YES <input type="checkbox"/> no
7. Attachment 3-E: Israel Boycott Disclosure	<input type="checkbox"/> YES <input type="checkbox"/> no
8. Attachment 4: Pricing Sheets	<input type="checkbox"/> YES <input type="checkbox"/> no
9. Attachment 5-A: Confidential Information Designation	<input type="checkbox"/> YES <input type="checkbox"/> no
10. Attachment 5-B: Conformance Statements	<input type="checkbox"/> YES <input type="checkbox"/> no
11. Attachment 5-C: Insurance	<input type="checkbox"/> YES <input type="checkbox"/> no
12. Attachment 5-D: Data Protection and Confidentiality of Information DO NOT SUBMIT THE ABOVE DOCUMENTS OR RESPOND TO THIS ITEM WITH INITIAL PROPOSAL SUBMISSION	<input type="checkbox"/> YES <input type="checkbox"/> no
13. Attachment 5-E: Error! Reference source not found.	<input type="checkbox"/> YES <input type="checkbox"/> no

End of Attachment 5-E



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End of Part 3

STATE OF ARIZONA
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment - Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation - Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.



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Attachment 2-A Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience providing Training - Professional Development and/or Related Consultation services.
- 1.2 Date established;
- 1.3 Ownership (public, partnership, subsidiary, etc.);
- 1.4 Location in which the Offeror is incorporated;
- 1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks);
- 1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;
- 1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.8 A Statement of whether, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- 1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
- 1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;
- 1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;
- 1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,



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- 1.13 Full disclosure of any criminal or civil offense.
- 1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.
- 1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror response begins on following page. . .



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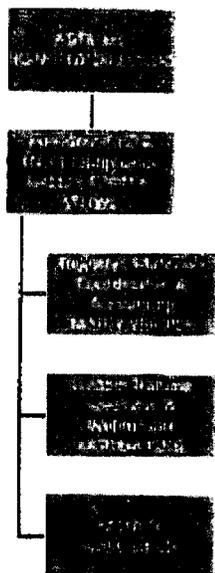
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Offeror Response:

- 1.1 AGTS, Inc., now a nonprofit corporation, was formed in 1980 to provide Training - Professional Development and/or Related Consultation services to a consortium of Arizona local governments.
- 1.2 AGTS began operations in July 1980 under the name Local Government Regional Training Center.
- 1.3 AGTS, Inc. is now a non-profit corporation. (Incorporation date July 1, 2002.) (There are no owners per se, but if sold, the proceeds from such sale would must go to a nonprofit community organization of similar mission.)
- 1.4 Location in which Offeror is incorporated: Phoenix, AZ
- 1.5 Main Office: 530 E. McDowell Road, Suite 107-483, Phoenix, AZ 85004. (This is the firm's mailing address. See Attachment_2-B_Supplement_#1 (of 2) Points of Clarification for explanation.)
- 1.6 The key point of contact relative to the contract is the AGTS, Inc. President and CEO, Dallas Porter-Stowe. See organization chart below.



- 1.7 AGTS, Inc. is unaware of any potential conflict of interest between AGTS, Inc and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.8 AGTS, Inc. has never filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or



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assignee for the benefit of creditors.

- 1.9 There are no pending Securities Exchange Commission investigations involving AGTS, Inc.
- 1.10 AGTS, Inc. has no open or pending litigation initiated by AGTS, Inc or where AGTS, Inc. is a defendant or party in any litigation that may have a material impact on the firm's ability to deliver the contracted services;
- 1.11 AGTS, Inc. has no open or pending litigation initiated by AGTS, Inc or where AGTS, Inc. is a defendant or party in any litigation with a Public Sector client;
- 1.12 AGTS, Inc. has never had a Public Sector contract terminated for cause or convenience in the past five (5) years.
- 1.13 Neither AGTS, Inc. or any of its employees has incurred any criminal or civil offense.
- 1.14 AGTS, Inc. is not required to have an Arizona business license to provide its services.
- 1.15 N/A.

Question 2: Company Experience

- A. What market(s) are your current clients primarily in?
- B. What experience do you have serving clients in Business Markets within the State of Arizona State?
- C. What is the range in size of your current clients?
- D. Provide two (2) examples that exhibit your experience with different types and sizes of Training - Professional Development and-or Related Consultative services for clients?
- E. How long have you provided services to your longest tenured client?
- F. Why did your last three former clients cancel their contracts?
- G. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

- A. Public Sector clients make up approximately 70% of our market. The balance is a combination of private sector and nonprofit organizations.
- B. Although they make up a relatively small portion of our market, we have been serving private sector businesses off and on since the 1990's. A recent Arizona example includes: 1.) Willis Towers Watson, (Scottsdale office, March 2018)—a custom on-site offering of *Modern Practices in Grammar and Punctuation/ Proofreading Skills* and 2.) PHI Air Medical (Phoenix, June 2013)—7 units of *All I Said Was—Avoiding Unintended Insults Injuries, and Sights in Today's Diverse Workplace*
- C. As an example of the range of size of our current clients, City of Phoenix has 14,000+ employees, Salt River Project has 6000+ employees, City of Avondale has 500+ employees.
- D. As an example of different types/sizes of services, for Salt River Project, to supplement their internal training function each fiscal year, AGTS Inc. provides on-site training in a variety of topics (writing skills, management development topics, communication skills, conflict management, managing multiple priorities, presentation skills, etc). For smaller clients that don't have the employee population for onsite offerings (e.g. Town of Queen Creek, City of Apache Junction, City of Tolleson and several small private sector entities), we offer public sessions of various topics where they can "cost share" with other organizations.



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- E. We have several organizations tied for longest tenured client. At 38 years they include City of Chandler, City of Mesa, and City of Tempe.
- F. We have never had a contract cancelled.
- G. AGTS, Inc. is accredited as an authorized provider of continuing education units by the International Association for Continuing Education and Training (IACET). Accreditation by this body is through a rigorous process conducted every 5 years. The official wording describing our relationship with IACET is "AGTS, Inc. is accredited by the International Association for Continuing Education and Training (IACET). AGTS, Inc. complies with the ANSI/IACET Standard which is recognized internationally as a standard of excellence in instructional practices. As a result of this accreditation, AGTS, Inc. is authorized to issue the IACET CEU." We believe this accreditation is an indicator of quality that provides extra reassurance to a potential customer.

Question 3: Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

AGTS, Inc. does not currently have financial relationships that require audited financial statements although we use a CPA to prepare and submit AGTS annual tax returns. AGTS employs an individual who provides certified bookkeeping services (among other duties). The required financial statements (non-audited) have been compiled in Attachment 2-B_Supplement_#2 (of 2) Financial Statements. The documents cover the latest two fiscal years and include Balance Sheets, Income Statements, and Statements of Cash Flows.

Question 4: Proposed Project Members and Organization

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.

Offeror Response:

We have utilized Attachment 3-B to identify Key Personnel to perform services in a resultant contract. Our AGTS team (identified in the attachment) is an administrative team. As such we coordinate all aspects of service delivery and subcontract with vetted trainers/facilitators to provide a requested training service.

As to our members' experience providing services to a large government agency, as a team and with our lead trainer for the topic, we recently provided back-to-back offerings of the "The AGTS Contracting Academy" to the City of Phoenix (14,000+ employees). The customer's goal was to train as many targeted City personnel as possible in an 18 month period. The rollout was successful and may be renewed for a second round in the new fiscal year.



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Question 5: Subcontractors

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:

We have utilized Attachment 3-C to identify Proposed Subcontractors. AGTS subcontracts with seasoned professionals on an "as needed" basis. We require at least 5 years of recent experience in their subject areas for an individual to be considered for work with AGTS and our customers. We look for top notch platform skills and a solid grounding in adult learning practices, group dynamics, and group process. We require references and evaluations from previous work as well as an audition with a panel of learning and development professionals. All current faculty have at least 10 years with AGTS and some twice that. (Biographical statements and a list of each individual's topics can be found at the faculty tab on the AGTS website: <https://www.agts.com/faculty/>)

Question 6: Submit copies of those certificates and licenses that the Offeror believe best support their ability to provide the Training - Professional Development and-or Related Consultation services being proposed.

Offeror Response:

N/A for AGTS, Inc.



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EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related. ***All assignments shall be for assignments received and completed within the last five (5) years.***

1	Client Company/Address	Contact	Begin Date	End Date
	AZ Office of the Auditor General, 2910 N. 44th St, #410, Phoenix, AZ 85018	Laurie DeMarr, M.Ed./Manager Recruiting & Training	04/13/18	04/13/18
	Phone Number	Email Address		
	602-553-9759	ldemarr@azauditor.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)				
One 8-hour event: <i>The Hiring Process</i> . Resources included the AGTS administrative support team and the subcontracted trainer/facilitator (4 personnel total).				
List job positions provided and technologies utilized to supplement services.				
Position provided: Subcontracted trainer/facilitator.				
Technologies included standard instructor-led classroom equipment/audio-visual support.				

2	Client Company/Address	Contact	Begin Date	End Date
	Arizona Department of Transportation 1130 N. 22nd Avenue, Phoenix, AZ 85009	Melvin G. Brender/ADOT Corporate Training Manager	4/18/18	4/18/18
	Phone Number	Email Address		
	602.712.7285	mbrender@azdot.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)				
One 8-hour event: <i>Powerful Business Writing</i> . Resources included the AGTS administrative support team and the subcontracted trainer/facilitator (4 personnel total).				
List job positions provided and technologies utilized to supplement services.				
Position provided: Subcontracted trainer/facilitator.				
Technologies included standard instructor-led classroom equipment/audio-visual support.				



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3	Client Company/Address	Contact	Begin Date	End Date
	City of Phoenix/Procurement Division, 251 W. Washington Street, Phoenix, AZ 85003	Jim Campion/Deputy Finance Director, Procurement Division	9/12/16	9/14/16
	Phone Number	Email Address		
	602.534.4460	Jim.campion@phoenix.gov		
<p>Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones).</p> <p>This event was the first of 8 units of service of a tailored 12-hour version of the "AGTS Contracting Academy" The program rolled out at the City of Phoenix in an initiative to lift the skills of employees responsible for contract administration. Mr. Campion was on the organizing committee for the initiative. The program was revised after each iteration (based on feedback from participants) until it stabilized into the current version which last ran on 01/16/18 - 01/18/18. AGTS stepped up with registration services (at no charge) to help relieve City personnel of that burden. Resources included the AGTS administrative support team and the subcontracted trainer/facilitator (4 personnel total).</p> <p>List job positions provided and technologies utilized to supplement services.</p> <p>Position provided: Subcontracted trainer/facilitator</p> <p>Technologies included standard instructor-led classroom equipment/audio-visual support.</p>				
4	Client Company/Address	Contact	Begin Date	End Date
	City of Chandler (one of 6 AGTS Inc founding organizations), 175 S. Arizona Ave, 5th Floor, Chandler, AZ 85225	Debra Stapleton/Administrative Services Director	4/24/18	4/24/18
	Phone Number	Email Address		
	480.782.2350	Debra.stapleton@chandleraz.gov		
<p>Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)</p> <p>x A one-day event. <i>Equal Employment Opportunity</i>. Resources included the AGTS administrative support team and the subcontracted trainer/facilitator (4 personnel total).</p> <p>List job positions provided and technologies utilized to supplement services.</p> <p>Position provided: Subcontracted trainer/facilitator.</p> <p>Technologies included standard instructor-led classroom equipment/audio-visual support.</p>				



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5	Client Company/Address	Contact	Begin Date	End Date
	City of Peoria 8401 W. Monroe, Peoria, AZ 85345	Tracey Booth, M.Ed., CPM, Human Resources Manager	4/24/18	4/24/18
	Phone Number	Email Address		
	623.773.5281	Tracey.booth@peoriaaz.gov		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
An 8-hour event. <i>Modern Practices in Grammar and Punctuation</i> . Resources included the AGTS administrative support team and the subcontracted trainer/facilitator (4 personnel total).				
List job positions provided and technologies utilized to supplement services.				
x Position provided: Subcontracted trainer/facilitator. Technologies included standard instructor-led classroom equipment/audio-visual support.				

End of Attachment 2-A



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Attachment 2-B Organization Profile

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

ORGANIZATION PROFILE

Firm Name	AGTS, Inc.		Year established	1980
Principal address (street, city, state)	530 E. McDowell Road, Suite 107-483, Phoenix, AZ 85004			
Entity type	Professional services provider	Structure	Nonprofit corporation w/Board of Directors	
Branch or Division:	N/A	Parent	N/A	
Years of experience providing goods similar in type and quantity as required by this Solicitation.			N/A	
Years of experience performing services similar in size and scope as required by this Solicitation.			33	
Years the organization has conducted business in Arizona			38	
Contract Representatives to Contact				
	Name	Title	Telephone Number	E-Mail Address
1.	Dallas Porter-Stowe	President and CEO	(480) 967 7544, x-5	dallas@agts.com
2.	Katrina King	Onsite/Custom Training Specialist	(480) 967 7544, x-3	katrinak@agts.com
Licenses/Certifications				
	Description	Issuer	Number	Expiration
3.	N/A			
Financial Information (attach financial statements with income/balance sheets as Supplemental)				
	Rating/Issuer	Score/Rank	Date	
4.	Please see Attachment_2-B_Supplement_#1 (of 2) Points of Clarification and Attachment_2-B_Supplement_#2 (of 2) Financial Statements			
Capacity				
	Location	Work Performed	Number Staff	Capacity
5.	See Attachment_2-B_Supplement #1 (of 2) Points of Clarification			



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ATTACHMENT 2-B SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
8.	Attachment_2-B_Supplement_#1 (of 2) Points of Clarification	(04.29.18)	1	Purpose is to clarify certain responses to Attachment 2-B
7.	Attachment_2-B_Supplement_#2 (of 2) Financial Statements	June 30, 2016 and June 30, 2017	6	Purpose is to provide requested financial records for past two fiscal years.

End of Attachment 2-B

Attachment_ 2-B_ Supplement #1 (of 2) Points of Clarification (04.29.18)

1. Year Established: AGTS began operations in 1980. It incorporated as a nonprofit corporation in 2002 which made it a separate legal entity from the earlier organization. However, the firm has been under the same management with the same mission since 1980.

2. Principal Address: The address listed here and elsewhere in our response is the mailing address for the firm. In March of 2010, AGTS, Inc. dropped bricks and mortar as part of (successful) efforts to reduce overhead in order to survive the economic downturn that began in 2008.

3. Financial Information: AGTS, Inc. does not currently have financial relationships that require audited financial statements although we use a CPA to prepare and submit AGTS annual tax returns. AGTS employs an individual who provides certified bookkeeping services for the firm (among other duties). The required financial statements (non-audited) have been compiled in **Attachment 2-B Supplement (2 of 2) Financial Statements**. The documents cover the latest two fiscal years and include Balance Sheets, Income Statements, and Statements of Cash Flows.

4. Capacity: We were not sure what was wanted here. This may not apply to AGTS, Inc. since we don't have different locations, but we assume information about our ability to perform contracted work either financially or with adequate staffing is wanted. We believe we have given evidence of capacity elsewhere in our response and trust that will suffice. Our operations are Arizona based and our entire administrative team is dedicated to the provision of contracted professional development services. We've regularly provided over 500+ units of service annually without default.



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Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Describe your past experience in providing services similar to those stated in the Scope of Work. Include:

- a. Provide a general concise description of your company's past experience providing services similar to those stated in the Scope of Work.
- b. List and describe three Training and/or Professional Development and/or Related Consultation events that your firm has managed in the past two years that included some or all of the services stated in the Scope of Work? Include:
 1. Type of Training and/or Professional Development and/or Related Consultation provided.
 2. Size and/or Scope of event.
 3. Method of delivery
 4. Location – State, City, type of facility
 5. For whom event was delivered: Company/Entity
 6. Type of participant – classification type, level of experience/skill level, any other description which provides the reader an understanding of the type of participant.

Offeror Response:

Question 1 a: Our company's mission, from inception (1980) to date has been to provide training and/or professional development and/or related consultation services to government clients.

Question 1 b: Three Training and/or Professional Development and/or Related Consultation events in last two years that included some or all of the services stated in the Scope of Work.

Example 1:

Type of training: *The Hiring Process*

Size/Scope: 8 hours (04/13/17)

Method: Instructor led

Location: Arizona Office of the Auditor General, classroom

Customer: AZ Auditor General/Laurie DeMarr, M.Ed., Manager Recruiting & Training

Type of participant: Supervisory

Example 2:

Type of training: *Powerful Business Writing*

Size/Scope: 8 hours (03/06/18)

Method: Instructor led

Location: ADOT Corporate Training Facility (1130 N. 22nd Ave, Phoenix, AZ 85009)

Customer: ADOT/Melvin G. Brender, Corporate Training Manager

Type of participant: Mixed (professional, clerical, field personnel)

Example 3:

Type of training: *The AGTS Supervisor's Academy*

Size/Scope: 81.5 hours (8/31/17 - 11/16/17) (one Academy module/week)

PART 3 of the Solicitation Documents
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SECTION 3-B: Offer Forms
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Method: Instructor led

Location: Local government training room, 16000 N. Civic Center Plaza, Surprise, AZ 85374

Customer: City of Surprise/Donna Meuse, SFHR, Human Resources Manager

Type of participant: supervisory

Question 2: State and describe the Categories you are proposing to provide. Include responses to the following:

- a. What specific type(s) of Training and/or Professional Development and/or Consultation services are you proposing to provide? State what your specialty(ies) is/are.
- b. What is the average lead time you need for an event?
- c. How many events can you handle at any one time? Explain if it depends on size and/or types of events.
- d. What time(s) of the year are busiest for your business?
- e. If you are proposing Training and/or Professional Development - State if you are proposing to provide Structured and/or Customized services. In addition:
 - o Training Delivery Format(s) - Provide a concise description of how you will comply with the Curriculum Deliverables required in Section 3.2. of the Scope of Work.
In addition:
 - If you are Offering one or more of the following formats, provide details on how the Training and/or Professional Development services are accessed:
 - (CBT) - Computer Based Training
 - (E) - E-Learning
 - (W) - Webinar
 - If there is a *Terms of Use* agreement that is normally required of your customers and which you would like required, please submit a copy with your Offer.
 - o Curriculum Deliverables - Provide a brief and concise description of how you will comply with the Curriculum Deliverables required in Section 3.3. of the Scope of Work.
 - o Training Planning - Provide a brief and concise description of how you will comply with the Curriculum Deliverables required in Section 3.4. of the Scope of Work.
 - Provide the minimum and maximum average class or group size, if any, you believe are critical to the learning success of the participants.
- f. If you are proposing Training Consultative Services - Provide a brief and concise description of how you will comply with the Curriculum Deliverables required in Section 3.5. of the Scope of Work.

Offeror Response:

Question 2a: We are proposing a number of topics related to the management/leadership and personal development categories. (Specific topics are listed as part of Attachment 4A). Our broad curriculum was developed over many years by serving, initially, the local governments that formed us and, later, other (mainly) government organizations that heard of AGTS through their professional networks. Because of the breadth of our offerings and our reputation for quality, many of our clients consider us a "1-stop shop" (which is a type of "specialty area" in itself). Our most commonly requested programming includes our signature *AGTS Supervisor's Academy* (or modules thereof) and our series of writing skills topics. Currently the *AGTS Contracting Academy* is of particular interest as are topics related to communication, conflict management and customer service.

Question 2b: Re average lead time for an event, we rarely need more than 30 days. For *Statistics Made Easy*, the instructor is only available certain times of the year, but other than that our average tends to hold true.



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Question 2c: In "busy" seasons we often have 5-10 events (of mixed topics) all occurring in a given week. For certain topics we have two or more instructors available and could offer a particular topic concurrently on the same day. Certain unusual topics (e.g. *Robert's Rules of Order, Statistics*) have only one instructor so must be run one session at a time one day at a time.

Question 2d: Our busiest seasons are from October through mid December and April through June.

Question 2e: We are proposing structured services in the onsite classroom (SF) training delivery format. We have an established process for onsite classroom training delivery services that we have been perfecting over 38 years. Once we receive the "go-ahead" for a particular event, the process is set in motion. With regard to compliance with deliverables required in section 3.3 of the Scope of Work, all but the assessments are already a part of our curriculum process. Learning and development professionals have gone back and forth over the years as to the value of written assessments for professional development/"soft-skills" topics. But, bottom line, assessments can be developed. With regard to compliance with training planning deliverables required in 3.4, we will develop a form that covers all aspects listed in 3.4. Currently we already provide no-charge planning sessions, allow customer input, allow customer audits of training sessions etc.

Question 2f: N/A

Question 3: Provide information on your client base. Include:

- a. Who are your top clients?
- b. What industries or market segments are key buyers of your firm's services?

Offeror Response:

Question 3a: Top 10 clients in the last fiscal year in descending order from most services purchased to least are: Salt River Project, City of Chandler, State of Arizona (aggregate of all State agencies), City of Avondale, City of Surprise, City of Phoenix, City of Peoria, City of Tempe, Coconino County, and City of Goodyear.

Question 3b: Organizations in the public sector market (state and local government) are our key buyers.

Question 4: Business Management – Address each of the following items:

- a. Describe your plan for the continuation of services if your dedicated representative(s) is/are unavailable due to illness, vacations, etc.
- b. Describe your process for tracking time spent on each event.
- c. Are there any special technologies you use to improve the quality of your services?

Offeror Response:

Question 4a: If the president/CEO is unavailable for an extended period of time, the next in line to serve as dedicated contract representative is listed on **Attachment 2-B Organization Profile**. (All members of the administrative team have been with AJTS, Inc. for a minimum of 19 years and have a working knowledge of past State contracts.)

Question 4b: We are not sure what is wanted here. Most events are relatively easy to arrange for and deliver. Some take longer (more overhead) to get to the PO stage, but they are in the minority. Once we get the go ahead, delivery and follow-up activities are fairly routine.

Question 4c: We use certain technologies to make follow-up deliverables more timely (scanning software and scanner for evaluations, and a LMS that interfaces with our accounting software which makes invoicing more efficient). As far as continuous improvement of our "product" goes, the evaluation system and scanner provide summaries that have been invaluable in identifying leverage points for improvement.



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Question 5: Quality Control – Address each of the following items.

- a. How do you maintain communication with your Customers?
- b. What is your process for responding to Customer concerns?
- c. Other methods used to ensure the quality of your services.

Offeror Response:

Question 5a: Excellence in customer service is one of our guiding principles/values. We develop lasting positive relationships with our customers who feel comfortable contacting us to request services or to let us know how we can improve. In the lifecycle of a request there is a flurry of communication at the beginning as a service is being arranged for. On the run up to an event, there are periodic customer contacts to double check on enrollment and classroom readiness. After an event or modules of an event, we follow up with the summary evaluation (usually within 5 business days unless we've detected a problem in which case we are in touch immediately). If all has gone well, we might not contact a customer again until they reach out for additional services.

Question 5b: As mentioned above, a good relationship with our customers is critical. If there are customer concerns, it is our job to fix the problem and make it right—fast. As soon as we are alerted to an issue we act. We pride ourselves on resolving issues to the customer's satisfaction. It is through loyal customers we stay in business.

Question 5c: AGTS uses a robust Kirkpatrick first-level evaluation to determine participant satisfaction with a particular training event and to solicit feedback on how the event could be improved. These evaluations have been very helpful in identifying areas for improvement. In addition, our faculty members stay current in their fields of expertise and regularly update their programming to meet new practices and standards.

Question 6: Value-Added Services.

- a. What makes the services you are proposing unique / different from other similar services available?

Offeror Response:

Question 6a: We believe the standards required of us for accreditation by IACET (discussed elsewhere in this response) and our having evolved into a "one-stop-shop" for a variety of professional development topics important to the government sector have made us a unique provider/vendor.

End of Attachment 3-A

Class Title	Course Description	Course Length In Hours	Minimum/Maximum Class/Group Size	Level	Delivery Format	Maximum Hourly Rate to State
4 Generations in the Workplace (4)MGT483	Designed for all managers, supervisors, team leaders, as well as others interested in improving communication between the generations in today's workplace. Topics covered include: list the key characteristics of each generation; motivate team members based on individual generational values; communicate needs and wants in a manner that each generation understands; and build trust and respect across the generational lines.	4	Min 8/Max 25	200	SF	\$ 368
Bullying in the Workplace, Recognizing & Eliminating (4)FSL280	Designed for individuals who are responsible for managing workplace tensions. Topics include: the definition of bullying, the differences between bullying and other forms of workplace hostility, responding to, eliminating, and preventing bullying in the workplace.	4	Min 8/Max 25	200	SF	\$ 368
Change, Leading (4)SUP82	Managers at all levels are charged with the responsibility of implementing change. In today's fast-paced and rapidly-changing work environment, managers at all levels are charged with the responsibility of implementing change. Dealing with change can be daunting-everyone is familiar with the line "We tried that once, but it didn't work." The good news is that change can be successfully managed with a solid understanding of the dynamics of change and by using proven leadership techniques in dealing with them. In this half-day program, you'll learn everything you need to know to implement change with a minimum of pushback and a maximum of success. (See also Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$ 393
Change, Leading (4)SUP82MH	Managers at all levels are charged with the responsibility of implementing change. In today's fast-paced and rapidly-changing work environment, managers at all levels are charged with the responsibility of implementing change. Dealing with change can be daunting-everyone is familiar with the line "We tried that once, but it didn't work." The good news is that change can be successfully managed with a solid understanding of the dynamics of change and by using proven leadership techniques in dealing with them. In this half-day program, you'll learn everything you need to know to implement change with a minimum of pushback and a maximum of success. (See also Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$ 561
Coaching Skills for Supervisors (4)SUP82-175	Designed for supervisors interested in improving the efficiency and effectiveness of their work teams. Topics covered include: the difference between coaching, counseling, and discipline; apply powerful coaching techniques in a coaching conversation; and practice "getting to agreement" when addressing a performance issue. (See also the Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$ 380
Coaching Skills for Supervisors (4)SUP82-175MH	Designed for supervisors interested in improving the efficiency and effectiveness of their work teams. Topics covered include: the difference between coaching, counseling, and discipline; apply powerful coaching techniques in a coaching conversation; and practice "getting to agreement" when addressing a performance issue. (See also the Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$ 549

Conflict Management (4)SUP-16	Designed for managers, supervisors, team leaders, and others who want to deal effectively with on-the-job conflict. Topics covered include: discuss the pros and cons of conflict; describe the strengths and weaknesses of your personal conflict management style; identify and avoid common mistakes made in dealing with conflict; list the steps to positive conflict resolution; identify and avoid common barriers to effective conflict resolution; and describe what is meant by hidden conflict and methods for dealing with it.	4	Min 8/Max 25	200	SF	\$	368
Conflict Management (4)SUP-16MH	Designed for managers, supervisors, team leaders, and others who want to deal effectively with on-the-job conflict. Topics covered include: discuss the pros and cons of conflict; describe the strengths and weaknesses of your personal conflict management style; identify and avoid common mistakes made in dealing with conflict; list the steps to positive conflict resolution; identify and avoid common barriers to effective conflict resolution; and describe what is meant by hidden conflict and methods for dealing with it.	4	Min 8/Max 25	200	SF	\$	536
Delegation & Recognition (4)SUP-82	This program deals with the key management tools related to getting work done through others. It covers specific skills for effective, targeted delegations and for encouraging and motivating employees. (See also Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$	374
Delegation & Recognition (4)SUP-82MH	This program deals with the key management tools related to getting work done through others. It covers specific skills for effective, targeted delegations and for encouraging and motivating employees. (See also Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$	543
Delegation, Effective (4)SUP-23	Designed for managers and supervisors who have at least one year of experience, have multiple job functions, and oversee the work of three or more employees. Many people in management or supervisory positions are expected to handle a number of projects and tasks that can't be accomplished by just one person. So what can you do? You have to figure out how to control your time and responsibilities instead of letting them control you. Effective delegation skills are key in helping you control your workload. Delegating doesn't mean you hand a project over to someone else and forget about it. Rather, you skillfully guide your employees to complete a task or project successfully.	4	Min 8/Max 25	200	SF	\$	368
Discipline and Corrective Action (4)SUP-82-57	Designed for managers and supervisors responsible for resolving employee problems and taking corrective action. Topics covered include: identify the necessary components of a disciplinary system; understand and apply the concept of "due process"; take appropriate disciplinary action; describe common mistakes in disciplinary actions and how to avoid them; use disciplinary and corrective action as a supervisory tool to enhance employee performance; and document employee behavior and disciplinary actions. (See also Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$	368
Diversity, Valuing and Managing (8)SUP-82-60MH	Valuing Diversity means accepting and being responsive to a wide range of people unlike oneself. This spans any number of distinctions. The most obvious are race, gender, national origin, physical ability, and age. The less obvious are sexual orientations, religion, professional experiences, education, personal preferences, work styles, and lifestyle preferences. In today's contemporary organizations, more and more people are placed in teams to solve problems as well as serve a diverse customer base. Workers in an environment receptive to diversity are empowered to use their full capacity. Therefore, welcoming and valuing diversity affects the bottom line. (See also Supervisor's Academy)	8	Min 8/Max 25	200	SF	\$	336

Equal Employment Opportunity (7)SJP41	Designed for supervisors, managers and other individuals responsible for hiring and firing. This session has been designed to provide a general understanding of Equal Employment Opportunity (EEO), including the role of the supervisor in carrying out both the letter and the spirit of the law, and in preventing costly litigation for his/her organization. (See also Supervisor's Academy)	7	Min 8/Max 25	100	SF	\$	535
Ethics & Ethical Decision Making (4)JMG763	This practical, skill-based module shows how to apply proven steps in preventing and/or correcting ethical violations. Learn the skills required for preventing and correcting ethical violations using practical steps.	4	Min 8/Max 25	200	SF	\$	798
Facilitation Services	AGTS can provide skilled facilitators to manage meetings/planning sessions.			N/A	SF	\$	190
Harassment Prevention (4)JPSL508	The number of complaints of unlawful harassment filed with the U.S. Equal Employment Opportunity Commission (EEOC) has continued to increase over the last several years. While supervisors have many daily challenges, unlawful harassment, gone unchecked, is one of the most difficult and potentially costly concerns for employers. Sexual harassment as well as harassment based on race, national origin, religion, age and disability will be examined in	4	Min 8/Max 25	200	SF	\$	368
Harassment Prevention (4)JPSL509MH	The number of complaints of unlawful harassment filed with the U.S. Equal Employment Opportunity Commission (EEOC) has continued to increase over the last several years. While supervisors have many daily challenges, unlawful harassment, gone unchecked, is one of the most difficult and potentially costly concerns for employers. Sexual harassment as well as harassment based on race, national origin, religion, age and disability will be examined in	4	Min 8/Max 25	200	SF	\$	536
Harassment Prevention (4)JPSL509MW	The number of complaints of unlawful harassment filed with the U.S. Equal Employment Opportunity Commission (EEOC) has continued to increase over the last several years. While supervisors have many daily challenges, unlawful harassment, gone unchecked, is one of the most difficult and potentially costly concerns for employers. Sexual harassment as well as harassment based on race, national origin, religion, age and disability will be examined in	4	Min 8/Max 25	200	SF	\$	792
Hiring Process: Prepare, Interview, Evaluate (8)SJP62-29	As a manager/supervisor, you are responsible for the "staffing" function of your organization. Most managers spend a small percentage of their time conducting selection interviews. Some may only engage in this process once or twice a year. However, this does not lessen the importance of the function. Skills in effective selection interviewing are necessary in order to hire the right person for the job. The goal of this session is to help you improve your interviewing skills. (See also Supervisor's Academy)	8	Min 8/Max 25	200	SF	\$	264
Is Supervision in Your Future? (8)SJP64	Designed for any employee who is interested in or anticipates promotion to a supervisory role. In this practical session, you will gain an understanding of the supervisor's role in an organization including the positive and "negative" aspects of supervision. You will assess your own skills and preferences to decide whether or not supervision is for you.	8	Min 8/Max 25	200	SF	\$	252
Leadership Challenge, The (8)JMG763-277	In this powerful workshop, you will learn about Kouzes and Posner's groundbreaking work identifying five critical leadership practices used by successful leaders. You'll have the opportunity to assess yourself and get feedback from colleagues and direct reports on your use of these practices. You and five others in your organization will complete the Leadership Practices Inventory (LPI). A summary feedback report will be generated and shared with you. Using the feedback, you will be able to capitalize on your strengths and develop an action plan for boosting practices needing development.	8	Min 8/Max 25	200	SF	\$	514

Leadership Challenge, The (8)MGT53-277MH	In this powerful workshop, you will learn about Kouzes and Posner's groundbreaking work identifying five critical leadership practices used by successful leaders. You'll have the opportunity to assess yourself and get feedback from colleagues and direct reports on your use of these practices. You and five others in your organization will complete the Leadership Practices Inventory (LPI). A summary feedback report will be generated and shared with you. Using the feedback, you will be able to capitalize on your strengths and develop an action plan for boosting practices needing development.	6	Min 8/Max 25	200	SF	\$	902
Leadership, An Introduction to (4)SUP82-82	In this half-day program participants will learn and practice the fundamentals of leadership and will explore the differences between leadership and management. They will assess their leadership skill level and develop an action plan for skill development. (See also Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$	584
Leadership, An Introduction to (4)SUP82-82MH	In this half-day program participants will learn and practice the fundamentals of leadership and will explore the differences between leadership and management. They will assess their leadership skill level and develop an action plan for skill development. (See also Supervisor's Academy)	4	Min 8/Max 25	200.00	SF	\$	743
Leading With Honor (4)LDR288	This program deals with important aspects of leadership especially those having to do with practices and behaviors that model the way for a credible, ethical, and honorable workplace.	4	Min 8/Max 25	200	SF	\$	792
Managing Employee Attitude Problems (8)SUP854	Designed for supervisors, team leaders, and managers. Topics covered include: identify the most common attitude problems encountered on the job; define criteria for detecting attitude problems before they escalate; demonstrate specific techniques for dealing with each type of attitude problem; and implement an action plan for dealing with attitude problems in your workplace.	8	Min 8/Max 25	200	SF	\$	252
Managing Off-Site Employees (8)MGT504	Designed for managers or supervisors who have employees that work in another area or branch; reside in another city, county, or state; or telecommute. Handling employee issues is a difficult aspect of management and supervision. Adding the component of having employees off-site makes the challenges much greater. This seminar will help you enhance your leadership skills from a distance, assess problems accurately, efficiently solve problems, and help employees to be self-motivated and work autonomously.	8	Min 8/Max 25	200	SF	\$	252
Meeting Skills (4)MGT420	Designed for supervisors, managers, and others who conduct meetings as part of their job. Topics covered include: determine when to hold a meeting and when to use an alternative; plan a meeting to use time and resources effectively; clarify and set meeting objectives; list methods for obtaining contributions from participants; understand and practice meeting leadership and facilitation skills; describe techniques for keeping meetings on track; list methods for dealing constructively with inappropriate or disruptive behavior; discuss methods for reaching decisions; and describe the best way to follow up on meeting assignments. (See also Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$	504
Motivating and Retaining Employees(4)SUP82	Designed for managers, supervisors, leaders, HR personnel, and others who would like to motivate employees through recognition and rewards at work. Topics covered include: list the key workplace motivators; focus on a motivating environment in your workplace; understand the key factors in recognizing employees; and create a climate that will retain good qualified employees. (See also Supervisor's Academy)	4	Min 8/Max 25	100	SF	\$	368

Motivating and Retaining Employees(4)SUP22MH	Designed for managers, supervisors, leaders, HR personnel, and others who would like to motivate employees through recognition and rewards at work. Topics covered include: list the key workplace motivators; focus on a motivating environment in your workplace; understand the key factors in recognizing employees; and create a climate that will retain good qualified employees. (See also Supervisor's Academy)	4	Min 8/Max 25	100	SF	\$	536
One Minute Manager, Essential (8)MGT213	The principles and practices of Ken Blanchard's classic, The One-Minute Manager, make an excellent addition to any manager's toolkit. You'll learn the step-by-step fundamentals in this fast-paced, practical session. This session only available the first quarter of each calendar year.	8	Min 8/Max 25	200	SF	\$	339
Peer to Boss Without the Fallout. How to Create a Smooth Transition from Fellow Employee to New Supervisor (4)SUP143	Designed for anyone who has just been promoted to supervisor and would like a smooth transition. Topics covered include: identify common challenges of the transition to supervisor; utilize a role clarification dialogue to build new relationships with your team; avoid common mistakes in the transition process; utilize strategies for creating clear boundaries with employees who were once peers; develop strategies for dealing with employees who resent your role as supervisor; utilize techniques for dealing with your team when you've replaced a popular supervisor; help your team get back on track when you are replacing a difficult supervisor; initiate a dialogue about problems.	4	Min 8/Max 25	200	SF	\$	368
Performance Management: Introduction & Overview (4)SUP82-70	Designed for supervisors and team leaders. This workshop is designed to help you develop a working understanding of the performance management cycle which will enhance management skills by providing a foundation for effective mentoring, coaching, and performance discussions. This session will review the performance management cycle and provide an opportunity to write performance standards, the basis of all performance discussions. (See also Supervisor's Academy)	4	Min 8/Max 25	200	SF	\$	393
Supervisor's Academy (81.5)SUP82	The Supervisor's Academy consists of 81.5 hours of training covering key supervisory competencies, presented over an 11-week period. For public sector employees, the Academy serves as an entry point to the ASU Certified Public Manager Program. Topics in the Academy include: Supervision and Temperament Type; Communication Skills; Motivation and Delegation; Teams, Team Building, and Conflict Management; Equal Employment Opportunity; Selection Interviewing; Performance Management; Coaching Skills; Discipline and Corrective Action; Introduction to Leadership; Leading Change; Valuing and Managing Diversity; Time Management for Supervisors and Meeting Skills with Personal Action Planning.	81.5	Min 8/Max 25	200	SF	\$	965
Survival Skills for Supervisors (8)SUP86	Supervision can be highly rewarding or it can be stressful and disappointing. The difference lies in a few key skills and a basic understanding of what does and doesn't work. In this one-day "survival skills" program, you'll learn all you need to know to get off on the right foot. Topics covered include: Explain the responsibilities of a supervisor; organize and plan your work to accomplish work unit goals; delegate effectively; coach employees for improved performance and behavior.	8	Min 8/Max 25	200	SF	\$	258

VENDOR NAME: AGTS, Inc.

ATTACHMENT 4A PRICING - STRUCTURED
ADSP018-00008097

MANAGEMENT / LEADERSHIP

<p>Talking Points: Tools, Tips, and Techniques for "Tough Conversations" (7)COM455</p>	<p>Designed to help individuals successfully manage important and potentially-volatile conversations. Professionals at all levels will benefit from this program. (Note, if you are not already schooled in assertive communication, this is not the program for you. "Talking Points" covers advanced concepts and techniques.) Topics include: definitions of a tough conversation, assessing current skill levels, planning for a tough conversation, tips for staying "centered" during a tough conversation, when to decide against a conversation, and practicing with case studies.</p>	<p>7</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 306</p>
<p>Teambuilding: How To Build and Maintain High-Performance Teams: (8)TQM388MH</p>	<p>Designed for supervisors, team leaders, and others responsible for team management. Topics covered include: observe group dynamics and identify common sources of team difficulties; discuss methods for keeping a team focused and aligned; identify ways to develop trust and mutual respect; identify strategies for handling disruptive members or non-team players; describe strategies for resolving team communication problems; identify underground conflicts and appropriate intervention strategies; describe methods for leading productive team meetings; list useful tools for starting new teams. (See also: Supervisor's Academy)</p>	<p>8</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 258</p>
<p>Teambuilding: How To Build and Maintain High-Performance Teams: (8)TQM388MH</p>	<p>Designed for supervisors, team leaders, and others responsible for team management. Topics covered include: observe group dynamics and identify common sources of team difficulties; discuss methods for keeping a team focused and aligned; identify ways to develop trust and mutual respect; identify strategies for handling disruptive members or non-team players; describe strategies for resolving team communication problems; identify underground conflicts and appropriate intervention strategies; describe methods for leading productive team meetings; list useful tools for starting new teams. (See also: Supervisor's Academy)</p>	<p>8</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 343</p>
<p>Teams, Team Building & Conflict Mgmt (8)SUP82-26</p>	<p>In order to be effective in modern organizations, a supervisor must be a team leader and facilitator, not just the boss. These new roles require a whole new set of skills. This workshop focuses on developing these skills.</p>	<p>8</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 302</p>
<p>Teams, Team Building & Conflict Mgmt (8)SUP82-26MH</p>	<p>In order to be effective in modern organizations, a supervisor must be a team leader and facilitator, not just the boss. These new roles require a whole new set of skills. This workshop focuses on developing these skills.</p>	<p>8</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 386</p>
<p>Time Mgmt for Supervisors (7)SUP82-375</p>	<p>Supervisors, managers, and other professionals are not only required to manage their own time well; they must help others use their time effectively. You can increase your value to your organization and improve the quality of your life professionally and personally by learning to manage your time well. (See also</p>	<p>7</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 288</p>
<p>Time Mgmt for Supervisors (7)SUP82-375MH</p>	<p>Supervisors, managers, and other professionals are not only required to manage their own time well; they must help others use their time effectively. You can increase your value to your organization and improve the quality of your life professionally and personally by learning to manage your time well. (See also</p>	<p>7</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 384</p>
<p>Transition Strategies for New Emerging Leaders (8)SUP84</p>	<p>Transitioning into a leader role requires learning new skills, acquiring new habits and values, as well as adjusting one's attitude about the new role in the organization. This workshop will help a new leader, or those employees considering a move into a leader role, to transition smoothly and quickly to become a meaningful contributor to the organization.</p>	<p>8</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 252</p>
<p>Trust and Morale, Building and Sustaining (4)MGT420</p>	<p>Designed for leaders at all levels who are responsible for building and maintaining a positive, productive workplace. Topics include: the dynamics of trust and morale, essential factors for trust and morale to flourish, assessing the team's trust climate, supervisor trust-building behaviors, and trust and morale action planning.</p>	<p>4</p>	<p>Min 8/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 374</p>

VENDOR NAME: AGTS, Inc.

ATTACHMENT 4A PRICING - STRUCTURED
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MANAGEMENT / LEADERSHIP

<p>Trust and Morale, Building and Sustaining (4)JAG1420MH</p>	<p>Designed for leaders at all levels who are responsible for building and maintaining a positive, productive workplace. Topics include: the dynamics of trust and morale, essential factors for trust and morale to flourish, assessing the team's trust climate, supervisor trust-building behaviors, and trust and morale action planning.</p>	<p>4</p>	<p>Min 5/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 543</p>
<p>Understanding and Managing Temperament/Personality Styles (8)SUP82-52</p>	<p>This program deals with temperament (sometimes called personality) as it relates to the role of the supervisor. Participants will learn about their own temperament preferences as well as those of others frequently encountered in the workplace. They'll learn how to manage a variety of temperaments for the best payoff in terms of team productivity, engagement, and morale. (Also see Supervisor's Academy)</p>	<p>8</p>	<p>Min 5/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 280</p>
<p>Understanding and Managing Temperament/Personality Styles (8)SUP82-52MH</p>	<p>This program deals with temperament (sometimes called personality) as it relates to the role of the supervisor. Participants will learn about their own temperament preferences as well as those of others frequently encountered in the workplace. They'll learn how to manage a variety of temperaments for the best payoff in terms of team productivity, engagement, and morale. (Also see Supervisor's Academy)</p>	<p>8</p>	<p>Min 5/Max 25</p>	<p>200</p>	<p>SF</p>	<p>\$ 364</p>

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Class Title	Course Description	Course Length in Hours	Maximum Hourly Rate to State
Adult Learning Techniques (8)TRN390	<p>This one day class is a modified version of Adult Learning Techniques. This class is designed for anyone responsible for training who would like to ensure that training sessions are participant-centered, interactive, and provide a platform for true skill development. Topics covered include: setting measurable course objectives; creating lesson plans using adult learning strategies; descriptive language to trigger the senses; questions that encourage learning, participation, and application; enabling trainers to facilitate their own learning; and evaluating training effectiveness. (This 8-hour version provides a solid overview but less practice than the longer versions)</p>	8	\$ 264
Adult Learning Techniques: A Two-day Crash Course in Trainer Effectiveness (16)TRN385	<p>More and more, individuals with subject matter expertise (SME) are being asked to train others on what they know. This is the good news. The bad news is that these content experts are not always expert in adult learning techniques. Their sessions can be dry, dull, and lecture based. Ironically, even "dazzling" presenters can be poor trainers if their approach isn't learner-centered. In this two-day accelerated effectiveness program, participants will learn important tips and techniques for ensuring their training is geared to the needs of adult learners and that participants come away from their sessions energized and with new skills to apply back on the job.</p>	16	\$ 257
All I Said Was (3.5)COM488	<p>This program is designed for anyone interested in avoiding the communication pitfalls that occur when people of different cultures, races, sexes, religions, and age groups come together in the workplace. This class is not about becoming a bland diplomat who knows how to say "nothing" in fourteen languages (although that is a skill not to be underestimated!). Instead, it focuses on knowing where the land mines are and how to avoid them.</p>	3.5	\$ 905

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<p>Art of Followership (4)CDV404</p>	<p>This program was designed for people who are interested in gaining a better understanding of the leadership/followership dynamic and how to use behaviors from both skill sets to increase personal and organization effectiveness. In this half-day program, participants will be introduced to the interactive relationship between followership and leadership. They'll review the key attitudes and behaviors of effective followership and learn how successful individuals at all levels of the organization use both followership and leadership behavior to achieve goals and to increase job satisfaction and career success.</p>	<p>4</p>	<p>\$ 368</p>
<p>Assertive Communication (4)COM3</p>	<p>If you listen to interactions in today's workplace, more often than not you'll hear every communication style in the book except true assertive communication. People either suffer in silence, beat around the bush, or jump down somebody's throat. Rarely will you hear people state clearly, calmly, and without defensiveness or manipulation what it is they want or need. And who can blame them? They don't know how! Assertiveness skills aren't taught in school and good role models are few and far between. But there is help. In this one day session, participants will learn methods to maximize the chance of getting what they want without unduly jeopardizing relationships.</p>	<p>4</p>	<p>\$ 368</p>
<p>Business Writing (8)COM120</p>	<p>Designed for anyone whose job requires the preparation of effective written communication. Effective business writing is critical to the organization's bottom line. Poor writing creates misinterpretation and misunderstandings that cost organizations thousands of dollars every year. Also at stake is the image of the organization and the individual. In this practical one-day program, you'll learn the key basics that can transform your written communication almost overnight.</p>	<p>8</p>	<p>\$ 255</p>
<p>Business Writing (Four 90 minute module format) (6)COM119</p>	<p>Designed for organizations with trainees who can't be away from their desks more than a half-day at a time will benefit from this format. The full content of our 1-day class is covered, but in 4 modules presented over two half-day sessions a week apart. This allows the participants time to practice what they have learned between sessions.</p>	<p>6</p>	<p>\$ 469</p>
<p>Change: Mastering Survival Skills for Turbulent Times (4)PDV387</p>	<p>Designed for anyone struggling to adapt to the massive changes and stressors that characterize today's organizations. Topics covered include: reasons why we resist change; four stages in adapting to change; destructive reactions to change; your own change style; positive strategies for responding to change; steps in planning for change; when to assert yourself with change and when to let it go; and strategies for dealing with your frustration in a constructive way.</p>	<p>4</p>	<p>\$ 368</p>

VENDOR NAME: AGTS, Inc.

ATTACHMENT 4A - PRICING - STRUCTURED

PERSONAL DEVELOPMENT

ADSP018-00008097

Change: Mastering Survival Skills for Turbulent Times (4)PDEV387MH	Designed for anyone struggling to adapt to the massive changes and stressors that characterize today's organizations. Topics covered include: reasons why we resist change; four stages in adapting to change; destructive reactions to change; your own change style; positive strategies for responding to change; steps in planning for change; when to assert yourself with change and when to let it go; and strategies for dealing with your frustration in a constructive way.	4	\$	536
Coaching, Individual	AGTS coaching services include career coaching and coaching for individual effectiveness.	N/A	\$	190
Communicating Effectively in Crisis Situations (8)COM396	Designed for anyone who deals with anxiety (their own or that of others) as it relates to crisis situations. Topics covered include: assess the meaning behind verbal and non-verbal cues; effectively communicate needs, wants, and desires in any situation; identify your own and other people's personalities; adjust your personality to meet the needs of the person in crisis; reduce the risk of a situation escalating into a crisis situation; and control your anxiety level in any situation by reducing tension.	8	\$	252
Conflict, Confrontation, and Communication (8)COM275	Designed for all employees who would like to improve their communication skills during conflict. In today's challenging and busy work environment, interpersonal conflict is almost certain to occur. When conflict arises, our emotions sometimes get the better of us, and we do or say things that make matters worse. In this fast-paced workshop, you will learn proven techniques to help you communicate effectively during conflict and approach difficult situations with confidence.	8	\$	252
Contracting Academy (12)CON478-12	Designed for employees of Arizona city, county, and state governments, this innovative program helps employees meet increased responsibilities and new challenges in contract administration. <i>This 3-Day program was designed for organizations who provide their own legal and ethics modules.</i>	12	\$	409



Request for Proposal

Solicitation No.
ADSP018-00008097 – Amendment 02
Description:
Training - Professional Development and-or Related Consultation

Arizona Department of
Administration
State Procurement Office
100 N 16th Ave., Suite 201
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Training - Professional Development and-or Related Consultation services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	04/29/18						
		date	initial					
Revised Offers:	2.	X		3.	X		4.	X
		date #1	initial	date #1	initial	date #1	initial	
	5.	X		6.	X		7.	X
		date #4	initial	date #5	initial	date #6	initial	
Best and Final Offer:	8.	X						
	date	initial						

AGTS, Inc.

Offeror company name

Dallas Porter-Stowe *DPK*

Signature of person authorized to sign Offer

Initials

590 E. McDowell Road, Suite 107-483

Address

Dallas Porter-Stowe, President/CEO

Printed name and title

Phoenix, AZ 85004

City | State | ZIP

Same

Contact name and title

03-0463050

Federal tax identifier (EIN or SSN)

dallas@agts.com

Contact Email Address

(480) 967-7544, x-5

Contact phone number

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

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1481 through 1485;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3632 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract No. is: _____ The effective date of the Contract is: _____ Contract awarded: _____

Procurement Officer signature

Della A. Walters

Procurement Officer

Douglas A. Ducey
Governor



Gilbert Davidson
Chief Operating
Officer and
Acting Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 402
PHOENIX, ARIZONA 85007
(602) 542-1500

July 30, 2018

Dallas Porter-Stowe, President/CEO
AGTS, Inc.
530 E. McDowell Road, Suite 107-483
Phoenix, AZ 85004

Email: dallas@agts.com

Re: Solicitation ADSPO18-00008097 for Training-Professional Development and-or Related Consultation
Notification of Award

Dear Mr. Porter-Stowe:

Thank you for submitting a response to Request for Proposal #ADSPO18-00008097. I am pleased to inform you that your company's offer has been selected for award for Training – Professional Development and or Related Consultation for the State of Arizona. The initial contract term shall begin on August 1, 2018.

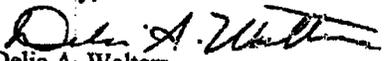
All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contract, is now available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Terms and Conditions, 6.3 Contractor Insurance Verification of Coverage and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. Please submit your certificate of insurance to me no later than August 10, 2018.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please contact me at delia.walters@azdoa.gov or at 602-542-9125. We look forward to working with you.

Sincerely,


Delia A. Walters
Procurement Manager, Senior, Statewide



CERTIFICATE OF LIABILITY INSURANCE

AGTS-1 OP ID: NB

DATE (MM/DD/YYYY)

04/24/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE MAHONEY GROUP - TUCSON 5330 N. La Cholla Blvd Tucson, AZ 85741-3815 SBU House Account	Phone: 520-795-8511 Fax: 520-795-8542	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED AGTS, Inc. 530 E. McDowell Rd. S#107-483 Phoenix, AZ 85004	INSURER A: Hartford Casualty Ins. Co.		28424
	INSURER B: Twin City Fire Ins. Company		28459
	INSURER C: United States Liability		25895
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSR	WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	59SBATY7000	06/18/17	06/18/18	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS			59SBATY7000	06/18/17	06/18/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	59WECTS0809	06/01/17	06/01/18	PROPERTY DAMAGE (Per accident) \$
	DESCRIPTION OF OPERATIONS below						EACH OCCURRENCE \$
	Professional			SP15559658C	08/17/17	08/17/18	AGGREGATE \$
C	Professional						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Ea Claim 2,000,000 Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*See Notes

CERTIFICATE HOLDER STATEAZ *State of Arizona State Procurement Attn: Connie Schneider 100 N 15th Ave Ste 201 Phoenix, AZ 85007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Norma B. Prost</i>

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NOTEPAD:

HOLDER CODE STATEAZ
INSURED'S NAME AGTS, Inc.

AGTS-1
OP ID: NB

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DATE 04/24/18

Certificate holder includes: The State of Arizona, its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

Additional Insured, Waiver of Subrogation, and Primary/Non Contributory on the General Liability apply per terms and conditions on form SS 00 08 04 05 (attached). Waiver of Subrogation on the WC per WC 00 0313.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AGTS, INC.

[Service Agreement]

See following pages.

AGTS, Inc. Service Agreement -- State Contract # ADSP018-210226

Contract Date: 10/18/2018

Page 1

ORGANIZATION:	Town of Fountain Hills	DEPT:	Human Resources
CONTACT:	David Trimble	PHONE:	480-816-5125
TITLE:	Administrative Services Director	EMAIL:	dtrimble@fh.az.gov
MAILING ADDRESS:	16705 E Avenue of the Fountains		
CITY:	Fountain Hills	STATE:	AZ ZIP: 85268
BILLING ADDRESS:	16705 E Avenue of the Fountains		
CITY:	Fountain Hills	STATE:	AZ ZIP: 85268
TOPIC:	Supervisor's Academy	INSTRUCTOR:	Varies
DATE 1:	January 8, 2019	TIME:	8:30am-5:00pm
DATE 2:	April 9, 2019	TIME:	8:30am-2:30pm
DATE 3:		TIME:	TBA
DATE 4:		TIME:	13001 N La Montana Blvd
PARTICIPANTS PER SESSION:	25	CEU'S:	6.25
			Fountain Hills AZ 85268

FEES:	Base Fee:	# of Sessions	1	x Fee	24,398.00	= \$	24,398.00
	Development/Customization:	Initial telephone consultation with trainer/consultant and minor cosmetic changes to workbooks are no charge. Additional development/customization is billed at \$95/hour with a minimum of 1 hour: TOTAL HOURS- 0					
	Overbase:	Maximum of 25 participants per session.					
	Materials:	# Workbooks	25	x	\$ 214.00	= \$	5,350.00
		# Instruments	25	x	\$ -	= \$	-
		<i>(Subject to change depending on actual number confirmed or requested)</i>					
	Expenses:						
		= \$ -					
	TOTAL =	\$ 29,748.00					

THIS IS NOT AN INVOICE. YOU WILL BE BILLED AFTER THE SESSION.

MATERIALS: NOTE: Please contact your In-House Coordinator, Katrina King at 480-967-7544 x-3 by 2:00 p.m. on December 17, 2018 to confirm the number of participants. Materials charges are billed according to the number of participants confirmed. If no confirmation is received, **25** total workbooks will be ordered and billed. Materials ordered less than two weeks prior to the class may be subject to additional charges.

SITE, AV NEEDS: Set in Clusters/Table Groups w/ trainers table LCD Projector and Screen
Access to room 45 min prior Flipchart easel & pad

ALL AGTS SERVICES ARE 100% GUARANTEED.

AGTS, Inc., 530 E McDowell Rd, Suite 107-483, Phoenix, AZ 85004, 480-967-7544, Fax: 480-966-6325
 www.agts.com

Additional Terms on Back

AGTS Office Use Only:

_____ Canx & Count letter date entered (IH)
 _____ bkpr, S-drive (IH)
 _____ Added/updated ACT (IH)

T-Acct: T00003
 Org: 271
X0013699

ADDITIONAL TERMS OF THE AGREEMENT

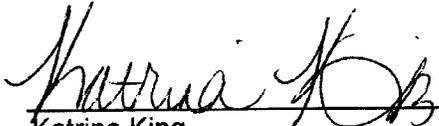
1. **Legal Advice:** This course offered by AGTS is intended to provide accurate and authoritative information in regard to the subject matter covered. It is provided with the understanding that AGTS is not engaged in rendering legal, accounting, or other professional services. If legal advice or other expert assistance is required, the services of a competent professional person should be sought.
2. **AGTS Roster/CEU's:** AGTS classes are eligible for Continuing Education Units (CEU's). The CEU regulatory agency, IACET, requires that CEU recipients be present for the entire number of class contact hours. Participants will be expected to arrive on time, and return from lunch and breaks on time as well as participate fully in all class activities in order to receive CEUs. The AGTS roster(s), provided by the instructor, is to be signed by all participants in the session and the original returned to the AGTS office so that a record exists for IACET verification purposes.
3. **Certificates:** A class certificate will be given to each participant the day of the training (unless you check otherwise below) certifying that he/she has completed the training as required by AGTS and IACET standards. This certificate will be required if the participant wants to be eligible for CEU's. **Do you want your employees to receive a class certificate of completion for this session awarding them with CEU's?** Yes No (please check one)
4. **Materials:** AGTS will provide materials for the number of participants requested. No part of the workbook or class materials may be reproduced in any form or by any means without prior written permission from AGTS, author or publishing company.
5. Client agrees that the classroom instruction and course materials will not be used by the Client to create other classes unless specific, written permission to do so has been obtained from AGTS in a "train-the-trainer agreement."
6. It is understood that this training may not be audiotaped, videotaped or broadcast without written permission.
7. It is understood that any subsequent training or consulting work with this trainer will be contracted through AGTS.
8. **CANCELLATION POLICY: (Per state contract line item 2.5.2.1)** AGTS requires cancellation notification 30 days prior to the scheduled class date. **Should you need to cancel this training, please do so by December 7, 2018.**
9. **DEVELOPMENT/CUSTOMIZATION:** Any development or customization time agreed upon by the Client as indicated in the fee section of the Service Agreement begins upon AGTS's receipt of the signed contract. In the event of a cancellation, Client agrees to pay any development/customization fees incurred up to the date of cancellation.

If you have any questions regarding this training or any of the terms in this agreement please contact Katrina King @ 480-967-7544 x-3.

Client Signature Date
Town of Fountain Hills

Name (please print)

Title



Katrina King Date
Custom Training Specialist
AGTS, Inc.

Supervisor's Academy
January 8, 2019

