

Agreement by Yoh Company Technology Staffing for a  
City of Tempe Addendum to  
State of Arizona Contract No. EPS070113-3-A2

No.

The State of Arizona Contract No. EPS070113-3-A2 allows a political subdivision to use the contract if that political subdivision has entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office. The City of Tempe, Arizona meets this criterion and desires to use the above contract for IT consulting and staffing services.

Yoh Company Technology Staffing hereby agrees to extend the same terms and conditions of the original Contract and any Amendments to the City of Tempe as shown by this Agreement.

The term of this Agreement shall begin on September, 2010 and end on February 7, 2011.

Yoh Company Technology Staffing further agrees to have the provisions regarding indemnity, insurance, and ownership of the deliverables and/or other products of the State's contract extend to the City of Tempe, Arizona as follows:

1. Indemnification. Contractor shall indemnify, defend, save and hold harmless the City of Tempe, its departments, boards, commissions, officials, agents and employees, (hereinafter referred to as 'Indemnitee') from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as 'Claims') for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the City of Tempe, its departments, boards, commissions, officials, agents and employees for losses arising from the work performed by the Contractor for the City of Tempe.

2. Insurance Requirements. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty

periods under the State's 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 Agreement and in no way limit the indemnity covenants contained in this Agreement. The City of Tempe 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 Agreement by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

2.1. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – 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
- Blanket Contractual Liability Written and Oral – \$1,000,000
- Fire Legal Liability – \$50,000
- Each Occurrence – \$1,000,000

2.1.1. The policy shall be endorsed to include the following additional insured language: 'The City of Tempe, its departments, boards, commissions, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor'.

2.1.2. Policy shall contain a waiver of subrogation against the City of Tempe, its departments, boards, commissions, officials, agents and employees for losses arising from work performed by or on behalf of the Contractor.

2.2. Automobile Liability.

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

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

2.2.2. The policy shall be endorsed to include the following additional insured language: 'The City of Tempe, its departments, boards, commissions, officials, agents and

employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor'.

2.3. Worker's Compensation and Employers' Liability.

Workers' Compensation – Statutory

Employers' Liability

- Each Accident – \$500,000
- Disease Each Employee – \$500,000
- Disease Policy Limit – \$1,000,000

2.3.1. Policy shall contain a waiver of subrogation against the City of Tempe, its departments, boards, commissions, officials, agents and employees for losses arising from work performed by or on behalf of the Contractor.

2.3.2. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2.4. Professional Liability (Errors and Omissions Liability).

- Each Claim – \$1,000,000
- Annual Aggregate – \$2,000,000

2.4.1. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that 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 Agreement is completed.

2.4.2. Policy shall contain a waiver of subrogation against the City of Tempe, its departments, boards, commissions, officials, agents and employees for losses arising from work performed by or on behalf of the Contractor.

2.4.3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

- 2.5. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:
- 2.5.1. The City of Tempe, its departments, boards, commissions, officials, agents and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
  - 2.5.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 2.5.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 2.6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Tempe. Such notice shall be sent directly to Risk Management, 20 E. Sixth Street, Tempe, AZ 85281 and shall be sent by certified mail, return receipt requested.
- 2.7. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an 'A.M. Best' rating of not less than A- VII. The City of Tempe in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 2.8. Verification of Coverage Contractor shall furnish the City of Tempe with certificates of insurance (ACORD form or equivalent approved by the City of Tempe) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to Risk Management, 20 E. Sixth Street, Tempe, AZ 85281 The City of Tempe project/contract number and project description shall be noted on the certificate of insurance. The City of Tempe reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

2.9. Subcontractors. Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tempe separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

2.10. Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the Risk Management, 20 E. Sixth Street, Tempe, AZ 85281, whose decision shall be final. Such action will not require a formal amendment, but may be made by administrative action.

3. Ownership. All deliverables and/or other products of the Agreement and/or scope of work (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Yoh Company Technology Staffing in performance of the Agreement) shall be the sole, absolute and exclusive property of the City of Tempe, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

Agreed to this 31<sup>st</sup> day of August, 2010.

Yoh Company Technology Staffing

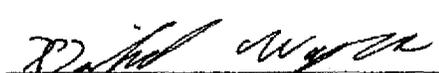
~~Ron Boston~~

1661 E. Camelback Road, Suite 205

Phoenix, AZ 85016

Phone: 602-235-9739

Fax: 602-~~280-1022~~ 235-9001

By: 

Printed Name: MICHAEL WAGEN

Title: BRANCH MANAGER

Date: 8/31/10

City of Tempe, a municipal corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Mayor \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Clerk \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney \_\_\_\_\_  
Date: \_\_\_\_\_

## Contract

Solicitation # EPS070113-A1

### Document Information

Type:	Supplier	Amendment:	No	Amend #:	0
Requisition #:	ADSM-72Z4M4	Solicitation #:	EPS070113-A1	Contract #:	EPS070113-3
PO Assigned:	John RedHorse/ADSM-5KAM9N	Date Completed:	02/08/2008	PA Assigned:	James Scarboro/ADSM-5KAM9N
PM Assigned:	Doug Milford/ADSM-5KAM9N	Proposal #:	ADSM-74L7X9	Type:	Statewide
Supplier Name:	Yoh Company Technology Staffing	Status:	Complete	External Contract:	
Gov't Entity:	Arizona State Procurement Office				
Process Status:	Complete				
Total/Not to Exceed	0				
Cost:					

### Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	2/8/08	End Date:	2/7/09
Term:	1 Year(s)	FOB:	
Payment Terms:	30 days	Delivery:	0A.R.O. Days
Contract Extension Allowed		Max Extension:	4 Year(s)

### Solicitation Information

Title:	IT Consulting & Staffing Services	Type:	RFP
Description:	IT Consulting & Staffing Services		

## Contract

Solicitation # EPS070113-A1

### Special Instructions

#### Additional Special Instructions

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.

#### Attachment Formats

All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

#### 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 of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

#### Discussions

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

#### Evaluation

In accordance with the Arizona Procurement Code 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible offeror 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. Offerors shall complete EPS070113 Offer Form.doc attached herein. Offers that do not include this completed Offer Form, include an incomplete Offer Form or include a completed Offer Form with unacceptable responses, may cause the entire offer to be deemed unacceptable and therefore non-responsive.

1. Capacity of Offeror
2. Cost
3. Conformity to all Terms, Conditions and Instructions

#### Federal Immigration and Nationality Act

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

#### IT 508 Compliance

Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. Any exceptions shall be declared in writing in the offer.

#### Offer Submission, Due Date and Time

In accordance with the Uniform Instructions 3.1, offers in response to this solicitation shall be submitted within the State's eProcurement system, SPIRIT ([www.spirit.az.gov](http://www.spirit.az.gov)). Offers shall be received before the date/time listed in the solicitation's 'Date To Close' field. Offers submitted outside SPIRIT, or those that are received on or after the date/time stated in the 'Date To Close' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the SPIRIT Help Desk ([spirit@azdoa.gov](mailto:spirit@azdoa.gov) or 602-542-7600).

#### Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

#### Payment Discounts

Offeror(s) should indicate any prompt payment discount terms in the payment terms section of the solicitation.

#### SPIRIT Offer Submission, Due Date and Time

This clause supersedes 'Proposals: SPIRIT Submission Requirements'.

In accordance with the Uniform Instructions 3.1, offers in response to this solicitation shall be submitted within the State's eProcurement system, SPIRIT ([www.spirit.az.gov](http://www.spirit.az.gov)). Offers shall be received before the date/time listed in the solicitation's

'Date To Close' field. Offers submitted outside SPIRIT, or those that are received on or after the date/time stated in the 'Date To Close' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the SPIRIT Help Desk (spirit@azdoa.gov or 602-542-7600).

# Contract

Solicitation # EPS070113-A1

## Special Terms and Conditions

### Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

### Confidentiality of Records

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

### Contraband

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

DEFINITION – A.R.S. § 13-2501

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

PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

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

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

### Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for 4 additional one-year periods or portions thereof for a total contract term not to exceed 5 years.

### Contract Restructure After Award

The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

### Contract Type (Term)

Fixed price term indefinite quantity.

### Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

### Estimated Quantities (Considerable)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

### Federal Immigration and Nationality Act

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement

Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**Insurance: Professional Services Contracts**

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as 'Indemnitee') from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as 'Claims') for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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.

**INSURANCE REQUIREMENTS:**

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.

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

**1. Commercial General Liability – Occurrence Form**

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

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

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

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

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

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

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

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

Workers' Compensation – Statutory

Employers' Liability

- Each Accident – \$500,000
- Disease Each Employee – \$500,000
- Disease Policy Limit – \$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

### 4. Professional Liability (Errors and Omissions Liability)

- Each Claim – \$1,000,000
- Annual Aggregate – \$2,000,000

a. In the event that the professional 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 that 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.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name AND Address) and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an 'A.M. Best' rating of not less 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.

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

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

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). 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. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

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

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

**IT 508 Compliance**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**Ordering Process**

1. For the purposes of this contract, contract release order/purchase orders are those that are issued by an eligible agency any of the following forms:

- 1.1. Hard copy, one time only or blanket (term type) type;
- 1.2. Electronically transmitted through facsimile equipment;
- 1.3. Electronically transmitted as an e-mail attachment;
- 1.4. Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.
  - 1.4.1. Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.
  - 1.4.2. Use of such systems shall be at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.
- 1.5. Electronically through State's or eligible agencies p-card program.

2. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

3. Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

**Ownership**

All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part

of the contractor, its agents, sub-contractors, officers or employees.

**Price Adjustment (Annual)**

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

**Security**

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, may be subject to background checks, fingerprinting and/or other security measures. Customer shall state the requirement at the purchase order level. Contractor is not obligated to take the assignment, but should accommodate the Customer, if possible. Contractor may pass on an additional charge, with no additional mark-up, for the requisite security measure(s) only upon prior, written Customer approval. Contractor may give authorization for the Customer to perform any additional security measure on its own as needed.

**Subcontractors**

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

**Term of Contract (One Year)**

The term of the contract shall for a 1-year period, unless terminated, canceled, or extended as otherwise provided herein. The contract shall commence the date specified in the contract summary section contained herein and/or as specified in any contract award notifications issued by the State Procurement Office.

**Travel**

When requested, in writing, from the Using Agency to perform work that requires overnight accommodations, the Using Agency will reimburse the contractor, for in-State travel only, in accordance with the current rates specified in the Rules and Regulations applicable to State employee's travel. The contractor shall itemize all per diem and lodging charges. State rates may be located at [www.gao.state.az.us](http://www.gao.state.az.us). Out-of-State travel and travel-related expenses to and from Arizona shall not be reimbursed.

**Usage Report**

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

# Contract

Solicitation # EPS070113-A1

## Uniform Instructions

### 1 Definition of Terms

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

#### 1.2 Contract

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 and any terms applied by law.

#### 1.3 Contract Amendment

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

#### 1.4 Contractor

any person who has a Contract with the State

#### 1.5 Days

calendar days unless otherwise specified.

#### 1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

#### 1.7 Offer

bid, proposal or quotation.

#### 1.8 Offeror

a vendor who responds to a Solicitation.

#### 1.9 Procurement Officer

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

#### 1.10 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

#### 1.11 Solicitation Amendment

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

#### 1.12 Subcontract

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

#### 1.13 State

the State of Arizona and Department or Agency of the State that executes the Contract.

### 2 Inquiries

Inquiries

#### 2.1 Duty to Examine

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

#### 2.2 Solicitation Contact Person

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

#### 2.3 Submission of Inquiries

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

#### 2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the 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 No Right to Rely on Verbal 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**

The Solicitation shall only be modified by a Solicitation Amendment.

**2.7 Pre-Offer Conference**

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

**2.8 Persons With Disabilities**

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

**3 Offer Preparation**

Offer Preparation

**3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers**

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

**3.2 Typed or Ink; Corrections**

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

**3.3 Evidence of Intent to be Bound**

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

**3.4 Exceptions to Terms and Conditions**

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

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

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

**3.5 Subcontracts**

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

**3.6 Cost of Offer Preparation**

The State will not reimburse any Offeror the cost of responding to a Solicitation.

**3.7 Solicitation Amendments**

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

**3.8 Federal Excise Tax**

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

**3.9 Provision of Tax Identification Numbers**

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

**3.10 Employee Identification**

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with

appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

**3.11 Identification of Taxes in Offer**

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

**3.12 Disclosure**

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

**3.13 Solicitation Order of Precedence**

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

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

**3.14 Delivery**

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

**4 Submission of Offer**

Submission of Offer

**4.1 Sealed Envelope or Package**

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

**4.2 Offer Amendment or Withdrawal**

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

**4.3 Public Record**

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

**4.4 Non-collusion, Employment, and Services**

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

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

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

**5 Evaluation**

Evaluation

- 1. Capacity of Offeror
- 2. Cost
- 3. Conformity to all Terms, Conditions and Instructions

**5.1 Unit Price Prevails**

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

**5.2 Taxes**

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

**5.3 Late Offers**

An Offer submitted after the exact Offer due date and time shall be rejected.

**5.4 Disqualification**

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

**5.5 Offer Acceptance Period**

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

**5.6 Waiver and Rejection Rights**

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

**6 Award**

Award

**6.1 Number or Types of Awards**

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

**6.2 Contract Inception**

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

**6.3 Effective Date**

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

**7 Protests**

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

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

**8 Comments Welcome**

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

# Contract

Solicitation # EPS070113-A1

## Uniform Terms and Conditions

- 1 Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 Attachment**

any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 Contract**

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 Contract Amendment**

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 Contractor**

any person who has a Contract with the State.
- 1.5 Days**

calendar days unless otherwise specified
- 1.6 Exhibit**

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 Gratuity**

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**

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**

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**

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

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

the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 State Fiscal Year**

the period beginning with July 1 and ending June 30,
- 2 Contract Interpretation**

Contract Interpretation
- 2.1 Arizona Law**

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

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence**

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

  - 2.3.1 Special Terms and Conditions;
  - 2.3.2 Uniform Terms and Conditions;
  - 2.3.3 Statement or Scope of Work;
  - 2.3.4 Specifications;
  - 2.3.5 Attachments;
  - 2.3.6 Exhibits;
  - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties**

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

**2.5 Severability**

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

**2.6 No Parol Evidence**

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

**2.7 No Waiver**

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3 Contract Administration and Operation**

Contract Administration and Operation.

**3.1 Records**

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

**3.2 Non-Discrimination**

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

**3.3 Audit**

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

**3.4 Facilities Inspection and Materials Testing**

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

**3.5 Notices**

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

**4 Costs and Payments**

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

4.5.3 Cancel the contract and re-solicit the requirements.

### **5 Contract Changes**

Contract Changes

#### **5.1 Amendments**

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

#### **5.2 Subcontracts**

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

#### **5.3 Assignment and Delegation**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

### **6 Risk and Liability**

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

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

### **6.5 Third Party Antitrust Violations**

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

## **7 Warranties**

Warranties

### **7.1 Liens**

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

### **7.2 Quality**

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

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

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

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

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

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

**7.3 Fitness**

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

**7.4 Inspection/Testing**

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

**7.5 Year 2000**

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

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

**7.6 Compliance With Applicable Laws**

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

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

7.7.1 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.

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

**8 State's Contractual Remedies**

State's Contractual Remedies

**8.1 Right to Assurance**

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

**8.2 Stop Work Order**

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

**8.3 Non-exclusive Remedies**

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

**8.4 Nonconforming Tender**

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

remedy available to it.

**8.5 Right of Offset**

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

**9 Contract Termination**

Contract Termination

**9.1 Cancellation for Conflict of Interest**

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

**9.2 Gratuities**

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

**9.5 Termination for Default**

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

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

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

**9.6 Continuation of Performance Through Termination**

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

**10 Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11 Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## Contract

Solicitation # EPS070113-A1

### Offer

TO THE STATE OF ARIZONA:

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

#### Tax Information

Arizona Transaction (Sales) Privilege Tax License No. N/A  
Federal Employer Identification No. XXXXXXXXXX

#### Location Information

Supplier Number: 2496  
Company Name: Yoh Company Technology Staffing  
Address: 4000 N. Central #1450  
Phoenix, AZ 85012

#### Signature

Name: Eric Wessinger Date: 7/25/07 12:22:32  
Title: Market Manager  
Signature:

Status: Accepted

#### Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization is not a small business with less than 100 employees or has gross revenues of \$4 million or less.

### Acceptance

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. Entry not found in index. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

Award Date TBD



## Arizona State Procurement Office Vendor Offer Form

**Solicitation Number:** EPS070113  
**Solicitation Title:** IT Consulting & Staffing Services

**Procurement Officer:** John Red Horse

**Offeror Name:** Offeror Response

In accordance with EPS070113 Special Instructions, section titled "Evaluation," Offerors shall complete the following Offer Form, indicating their responses in the spaces provided. Additional pages may be added as long as they are clearly referenced in the spaces provided. Offers that do not include this completed Offer Form, include an incomplete Offer Form or include a completed Offer Form with unacceptable responses, may cause the entire offer to be deemed unacceptable and therefore non-responsive. Each category (Consulting & Staffing) will be considered and awarded separate from one another. An Offeror may choose to propose for Consulting Services only, Staffing Services only or both Consulting and Staffing services. Since each category is being awarded separately, when proposing for both categories, an award in one category does not guarantee an award in the other.

Offeror shall state the category in which they are proposing services: **Offeror Response**

### **Evaluation Criteria: Company Experience/Expertise/Reliability**

Offeror shall describe their Company Experience/Expertise/Reliability and include the following at a minimum.

#### **1. Organizational Capacity**

Offerors shall describe in detail their organizational capacity and ability to support the State and its Customer(s) under subsequent Contract. Offerors shall include the following at a minimum: their management structure in support of the Products and Services, as required herein.

##### **Offeror Response**

##### **1.1. Experience in Industry**

Offerors shall describe in detail their overall experience relative to the Products and/or Services, as required herein. Offerors shall provide evidence of their training, experience and performance in supporting similar Customers.

##### **Offeror Response**

##### **1.2. Method of Approach**

Offerors shall describe in detail their method of approach to support the State and its Customers under any subsequent Contract. Offer shall include the following, where applicable, at a minimum: Information on recruiting, advertising, training, background checks and other selection techniques to ensure an adequate number of qualified personnel; the approximate number of qualified personnel that the Offeror has on hand or access to draw from at any given time; Information on any retention incentive plans to be used; Timesheet submittal capabilities (mail, fax, email, online/website, etc); their Bill Rate Mark-up per position or "across the board" as applicable; Any other information on any innovative or unique methods used that distinguish the Offeror from other Offerors.

##### **Offeror Response**



### 1.3.Key Personnel

Offerors shall describe in detail their Key Personnel to be used in the provision of the Products and Services as required herein. Offerors shall provide evidence of their education & training (including certifications and professional memberships), experience and performance in supporting similar Customers as anticipated under any resulting Contracts. Offeror shall also list all such Key Personnel in the applicable section below.

#### Offeror Response

### 1.4.Subcontractors

Offerors shall describe in detail their Subcontractors to be used in the provision of the Products and Services, as required herein. Offerors shall provide evidence of their education & training (including certifications and professional memberships), experience and performance in supporting similar Customers. Offeror shall also list all such Subcontractors in the applicable section below.

#### Offeror Response

## 2. Financial Capacity

Offerors shall describe in detail their financial capacity to support the State and its Customer(s) under any subsequent Contract.

#### Offeror Response

### 2.1.Financial Statements

Offerors shall provide copies of financial statements, preferably audited or reviewed, from FY 2006 or for an earlier period.

#### Offeror Response

### 2.2.Economic Outlook

Offerors shall describe their economic outlook for the next five (5) years.

#### Offeror Response

## 3. Past Performance

Offerors shall briefly describe record of past performance in supporting the State and its Customer under any current or previous Contracts of this nature.

#### Offeror Response

### 3.1.State of Arizona

Offerors shall describe their experience providing similar products and services to the State of Arizona agencies, boards and commissions, including three (3) references in this regard.

#### Offeror Response

### 3.2.Arizona State Purchasing Cooperative

Offerors shall describe their experience providing similar products and services to members of the Arizona State Purchasing Cooperative, including three (3) references in this regard.

#### Offeror Response

### 3.3.Other State and Local Governments

Offerors shall describe their experience providing similar products and services to members of other states and local governments, including three (3) references in this regard.

#### Offeror Response



### 3.4. Legal and Regulatory Actions

Offerors shall fully disclose their involvement in any legal proceedings, lawsuits or governmental regulatory actions and any contractual demands for assurance, notices of default, etc... regarding their provision of similar services, pending or occurring in the last five (5) years.

#### Offeror Response

## 4. Key Personnel

Offeror shall provide an adequate staff of certified, experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the Contract. Please feel free to include any personnel not specifically requested below, as deemed necessary.

Offeror shall assign specific individuals to key positions in support of the Contract. Once assigned to work under the Contract, Key Personnel shall not be removed or replaced without the prior written approval of the State. As requested by the State, Offeror shall remove and/or replace Key Personnel from performance under the Contract. Notices of changes to Key Personnel shall include; the name of Key Personnel; their relevant qualifications and experience; their specific responsibilities under the Contract; and all contact data including telephone number(s) and e-mail address.

### 4.1. Key Personnel (Contract Contact)

Name: Offeror Contract Language

Telephone No.: Offeror Contract Language

E-Mail: Offeror Contract Language

Mailing Address: Offeror Contract Language

City: Offeror Contract Language

State: Offeror Contract Language Zip: Offeror Contract Language

Contract Responsibility: Offeror Contract Language

### 4.2. Key Personnel (Ordering )

Name: Offeror Contract Language

Telephone No.: Offeror Contract Language

E-Mail: Offeror Contract Language

Mailing Address: Offeror Contract Language

City: Offeror Contract Language

State: Offeror Contract Language Zip: Offeror Contract Language

Contract Responsibility: Offeror Contract Language

### 4.3. Key Personnel (Billing )

Name: Offeror Contract Language

Telephone No.: Offeror Contract Language

E-Mail: Offeror Contract Language



Mailing Address: Offeror Contract Language

City: Offeror Contract Language

State: Offeror Contract Language Zip: Offeror Contract Language

Contract Responsibility: Offeror Contract Language

#### 4.4. Key Personnel (Customer Service)

Name: Offeror Contract Language

Telephone No.: Offeror Contract Language

E-Mail: Offeror Contract Language

Mailing Address: Offeror Contract Language

City: Offeror Contract Language

State: Offeror Contract Language Zip: Offeror Contract Language

Contract Responsibility: Offeror Contract Language

### 5. Subcontractors

Offeror shall not enter into any Subcontract for the performance of the Contract without the advance written approval of the State. If the Offeror adds a Subcontractor, the Offeror shall clearly list all proposed Subcontractors and the Subcontractors' proposed responsibilities under the Contract. All Subcontracts, current or subsequently added, shall incorporate by reference the terms and conditions of the Contract.

#### 5.1. Subcontractor

Name: Offeror Contract Language

Telephone No.: Offeror Contract Language

E-Mail: Offeror Contract Language

Mailing Address: Offeror Contract Language

City: Offeror Contract Language

State: Offeror Contract Language Zip: Offeror Contract Language

Contract Responsibility: Offeror Contract Language

### Evaluation Criteria: Cost

Offeror shall complete EPS070113 Price Sheet.xls attached herein. Offerors shall enter 'No Bid' for any position in which they are not offering services. An hourly range of pricing shall be submitted per line item. This range may be as broad as desired by the offeror and should cover the technical diversity (low end to high end) of each Line Item position. However, only the high end of the range will be used for Evaluation purposes. The range of pricing submitted will not be considered in the evaluation process.



**Evaluation Criteria: Conformity to all Terms, Conditions and Instructions**

In accordance with Uniform Terms and Conditions, section 3.4 titled Exceptions to Terms and Conditions, Offeror shall state any exceptions to any Term, Condition or Instruction.

**Offeror Response**

# Contract

Solicitation # EPS070113-A1

## Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0918-0028 0918-0028-9999	Computer Hardware Consulting Generic		FP	1		\$0.00	\$0.00

**Price Sheet**

**Solicitation Number: EPS070113**

**Solicitation Title: IT Consulting & Staffing Services**

**Procurement Officer: John Red Horse**

Offerors shall enter 'No Bid' for any position in

**Contracto**

Line Item	Description	Range of Pricing (per hour)
1	<p><b>Programmer Analyst II:</b> Under general supervision, performs applications programming and related tasks of considerable difficulty; may perform limited systems analysis work; participate in projects of moderate difficulty requiring user contact and the modification or design of computer systems; and performs related work as required. 2+ years experience in data processing, including program coding, debugging and documentation. The skill set is responsible for developing complex code, test scripts, fixing bugs and adherence to programming and technical</p>	55.00 - 65.00
2	<p><b>Programmer Analyst III:</b> Under general supervision, performs applications programming work of considerable difficulty involving the most complex scientific, engineering and/or mathematical problems; or performs system analysis and application programming work of considerable difficulty requiring user contact and the modification and design of computer systems; and performs related work as required. 4+ years experience in data processing, including program coding, debugging and documentation. The skill set is responsible for performing a range of functions in areas such as complex application systems design, applications programming, conversion, implementation, performance measurement and evaluation.</p>	65.00 - 85.00
3	<p><b>Visual Basic Developer I:</b> Will be responsible for developing code (hands-on), providing technical support to external and internal customers/users. Hands-on development ability in Visual Basic; object oriented design and analysis ability; database familiarity. Strong Visual Basic coding skills, knowledge and use of visual modeling, to testing and change management. Quality assurance principles in coding. 2+ years experience in application development, 1+ years experience with Visual Basic (must include current version). Must have experience with SQL Server 6.5/7.0, ADO, Active X, COM+ and RDO.</p>	55.00-65.00

4	<p><b>Visual Basic Developer II:</b> Will be responsible for requirement gathering and definition, design, development, programming and implementation. Will be responsible for developing code (hands-on), providing technical support to external and internal customers/users, while mentoring less experienced developers. Hands-on development ability in Visual Basic; object oriented design and analysis ability; database familiarity; networking experience. Strong Visual Basic coding skills. Extensive knowledge in software tools to support best practices in order to accelerate time-to-completion and deliver high quality software. Quality assurance principles in all phases of the project life cycle. 3+ years experience in application development, 2+ years experience with Visual Basic (must include current version). Must have experience with SQL Server 6.5/7.0, ADO, Active X, COM+, RDO, Win 32 API and MCSD.</p>	60.00 - 80.00
5	<p><b>Visual Basic Developer III:</b> Will be responsible for requirement gathering and definition, design, development, programming and implementation. Will be responsible for developing code (hands-on), providing technical support to external and internal customers/users, while mentoring less experienced developers and providing technical project lead support. Hands-on development ability in Visual Basic; object oriented design and analysis ability; experience with Internet/Intranet development; database familiarity; networking experience. Strong Visual Basic coding skills, knowledge and use of visual modeling, to testing and change management. Extensive knowledge in software tools to support best practices in order to accelerate time-to-completion and deliver high quality software. Quality assurance principles in all phases of the project life cycle are required. 5+ years experience in application development, 3+ years experience with Visual Basic (must include current version). Must have 2+ years experience</p> <p><b>C++ Programmer:</b> Responsibilities include designing, developing, testing, and implementing C/C++ object-oriented applications and subsystems using established object-oriented methodologies and RDBMS technologies. Experience with Microsoft's Visual C++ and the Microsoft Foundation Classes is required. Must have a minimum of 2-years of hands-on C++ application and subsystem development experience using Visual C++. Must have experience using an established object-oriented methodology (e.g., Booch, Rumbaugh, Coad-Yourdon, etc.), and an excellent working knowledge of RDBMS technologies, ODBC, and data modeling. Experience must include the development of database applications, DLLs, and ActiveX DLLs. Experience developing COM, DCOM, COM+, and OCX controls is desirable.</p>	65.00 - 85.00
6	<p><b>C++ Programmer:</b> Responsibilities include designing, developing, testing, and implementing C/C++ object-oriented applications and subsystems using established object-oriented methodologies and RDBMS technologies. Experience with Microsoft's Visual C++ and the Microsoft Foundation Classes is required. Must have a minimum of 2-years of hands-on C++ application and subsystem development experience using Visual C++. Must have experience using an established object-oriented methodology (e.g., Booch, Rumbaugh, Coad-Yourdon, etc.), and an excellent working knowledge of RDBMS technologies, ODBC, and data modeling. Experience must include the development of database applications, DLLs, and ActiveX DLLs. Experience developing COM, DCOM, COM+, and OCX controls is desirable.</p>	65.00 - 85.00

7	<p><b>Technical Support Specialist II:</b> Under general supervision, is responsible for work of average difficulty in the design, installation, modification and/or maintenance of IBM OS/390 system software, and other operating systems; participates in the programming and testing of major systems; and performs related work as required. Subsystems to include: OS/390, JES2, IMS DB/DC, CICS, DB2, Open Systems, ACF/VTAM and related OS/390 third-party software packages; Bull, HP, UNIX, AIX, etc.</p>	55.00 - 75.00
8	<p><b>Technical Support Specialist III:</b> Under direction, is responsible for work of considerable difficulty supervising a group of technical support specialists engaged in a wide variety of technical support activities; or serving as a project leader over technical support staff in major systems design and modifications of a large, complex OS/390 operations, or other operating systems; or as the technical advisor with expertise in all systems support areas to coordinate integration and development of diverse systems; and performs related work as required. Subsystems to include: OS/390, JES2, IMS DB/DC, CICS, DB2, Open Systems, ACF/VTAM and related OS/390 third-party software packages; Bull, HP, UNIX, AIX, etc.</p>	60.00 - 80.00
9	<p><b>LAN/WAN Administrator:</b> Provides technical hardware and software support at the Senior Level for Local and Wide Area Network installations. Must have experience in moving, adding, changing, and deleting to network resources in local/wide area network environments. Resources to be administered includes, but are not limited to, system security (i.e user profiles), application software, and device setup (e.g. printers, displays, mice). Other duties will include providing customer support, assisting with network troubleshooting, developing network capacity plans, coordinating activities with other network managers and administrators, and otherwise ensuring the smooth operation of the LAN/WAN system. Must have a minimum of 3 years experience with network administration tools, software, operating systems and hardware components. Demonstrated ability to effectively interface with end users at all levels of the organization as well as the various network support specialists and</p>	55.00 - 75.00
10	<p><b>PC LAN Technician:</b> Serves as a PC technician for standalone and networked PCs and printers. Analyzes and resolves PC and printer problems and issues. Shares technical information to peers, supervisors and others. Advises team on PC standards. Creates documentation as appropriate. Has significant experience in installing and supporting network PCs and printers. Experienced with configuring/installing a PC onto a NT network. Experienced in troubleshooting PC-related problems.</p>	30.00 - 45.00

11	<p><b>UNIX System Administrator:</b> Under direction, is responsible for work of considerable difficulty supervising a group of technical support specialists engaged in a wide variety of technical support activities; or serving as a project leader over technical support staff in major systems design and modifications at a large, complex mainframe or distributed server operations; or as the technical advisor with expertise in all systems support areas to coordinate integration and development of diverse systems: and performs related work as required. Sub-systems may include: IBM AIX, or IBM AIX compatible, or SUN, or Hewlett Packard, and related, third-party software. Administrators must be fluent in UNIX networking, security, data management, and hardware maintenance. Security experience must include integrating UNIX into heterogeneous networks, setting up and maintaining user accounts and groups, shadowing, and auditing. Data mgmt includes adding and removing storage devices, implementation, maintenance and</p>	65.00 - 85.00
12	<p><del>Server Based Computing Engineer:</del> Required to maintain/update large-scale enterprise class Windows NT and Citrix MetaFrame systems. Engineers must have a through knowledge of thin client technologies - as they apply to initial systems reviews and recommendations, application testing, scalability, redundancy, security and remote access. Engineers must have experience with Microsoft Windows NT 4.0 Terminal Server Edition, Microsoft Windows 2000 Advanced Server, Citrix MetaFrame for Windows Terminal Server 4.0, Citrix MetaFrame for Windows 2000, Citrix Resource Management Services, Citrix Load Balancing Services and Citrix Installation Management Services.</p>	65.00 - 90.00
13	<p><b>Data Processing Planning Analyst II:</b> Under direction, performs work of considerable difficulty in coordinating and supervising the analysis of computer installation resources and needs, and the preparation of appropriate plans to meet future needs; and performs related work as required. 5+ years of technical experience using specified software packages/products in development/maintenance projects. Provides programming and design services in developing applications. Ability to understand functional requirements and design data models/applications accordingly. Ability to lead JAD sessions and conduct client interviews to gather technical and business requirements.</p>	50.00 - 65.00

14	<p><b>Data Processing Operations Control:</b> Supervises input/output control of a data processing installation by supervising the data control function in a data processing installation which includes an magnetic records library on one or more shifts; or supervises a shift of data control activities in a major installation having considerable batch and on-line processing, multiple user interface and coordination responsibilities. A minimum of 3 years experience in support of a large multi-functional system-oriented computer center analyzing and resolving operational problems associated with tape libraries and</p>		65.00 - 80.00
15	<p><b>Computer Operator:</b> Performs a full range of journeyman level work in operations of a data center that includes multiple computer and peripheral equipment operations on a large scale mainframe system oriented computer in which two or more jobs are processed concurrently under the control of the operating system, serves as the operator responsible for production cycles, saves and backs up, restores data, traces and corrects operator or machine errors as required or directed. Requires a minimum of 3 years experience operating computer equipment and peripherals in a full multi-</p>		40.00 - 55.00
16	<p><b>Management Information Specialist:</b> Represents as user liaison representative, the agency and division with the central data processing division for the planning, design, development and implementation of new or revised data and word processing systems. Minimum of 2 years experience as an analyst or specialist emphasizing liaison between end users and information technology professionals and managers.</p>		50.00 - 65.00
17	<p><b>Storage and Retrieval System Design:</b> Perform senior level work in the application of computing and communications hardware and software to the automation of data center processes, analysis and information transfer. Assignments require broad knowledge of Computer Storage and Retrieval Systems including Storage Area Networks and RAID Technology. Direct experience in the design and installation of storage and retrieval systems across multiple complex computing systems</p>		70.00 - 85.00

18	<p><b>System Architect.</b> Will be responsible for analysis, design, project execution and implementation of project architecture. Will serve as a technical expert for clients and in certain areas such as databases, component layer and presentation layer primarily through project execution. Will supervise the training of team members in various technologies and ensure that members are utilized on projects in a manner that balances professional growth with project effectiveness. Background should include 5+ years hands-on software development experience in the Windows environment, n-tier development experience, 2+ years of experience in a complex architectural environment (multiple products within a product line, one very complex product, etc.), experience in Windows NT 4.x internals, VB/MFC/COM, TCP/IP, firewalls. Experience in Java and HTML is a plus. Experience supporting Microsoft Internet Information Server or Site Server is a plus. MS in Computer Science or equivalent experience is required.</p>	86.00 - 100.00
19	<p><b>Mainframe Capacity Study:</b> Will be responsible for analysis and formal reporting of current and future projections of mainframe capacity including direct access storage units, magnetic tape, Mips capacity, and other elements affecting mainframe capacity usage. Background should include 5+ years of capacity planning in a medium to large size mainframe shop. Good writing ability along with the use of graphic charts for presentation to middle and upper management.</p>	75.00 - 95.00
20	<p><b>Security Engineer.</b> Is responsible for determining what security configurations are most suitable, establish a baseline security policy to enforce firewall and network policies, and configure security for medium to high complexity networks. Must be able to produce technical and process recommendations, perform network and infrastructure reviews, conduct intrusion tests, work alone to identify client infrastructure and networking security issues, produce and deliver reports to drive action, and work with a team to resolve infrastructure and network security issues. Must have 3-5 years of computer network and Internet security engineering with demonstrable experience in security system troubleshooting and implementation. Must have in-depth knowledge of Microsoft Windows NT and its networking infrastructure, and a working knowledge of UNIX. Should have knowledge and experience in the following areas for medium to large scale networks: configuration of routers &amp; switches, firewall architectures, TCP/IP, Routing</p>	80.00 - 100.00

21	<p><b>Data Communications Network Analyst.</b> Provides technical support to the network operation of large data communications networks; analyzes and resolves network problems; monitors network operations' efficiency; writes network documentation procedures and enhancements. Must have experience in the configuration, installation, testing, administration, and troubleshooting of CISCO routers and switches, and Nortel routers and switches. Must have experience with network management tools such as Cabletron Spectrum, CiscoWorks 2000, and Concord Network Health, Sniffer, and IBM NetView. Must have experience with SNA, TCP/IP, IPX/SPX, and other network protocols, as well as, network gateway systems. Must be well versed in the planning, designing, developing, and deploying of network security systems that would include, but not be limited to internetworking. Work performed must adhere to State network addressing and security standards. May act as lead.</p>	60.00 - 80.00
22	<p><b>Telecommunications Specialist II:</b> Performs analysis and design work of moderate difficulty to design, develop, operate, and maintain high-speed voice and data telecommunications network facilities; including links, switching systems, and network monitoring and control facilities. 3 years experience under general supervision performing journeyman level work of considerable difficulty maintaining all aspects of telecommunications systems. This includes installation and maintenance of hardware and software components found in modern telecommunications systems and networks.</p>	65.00 - 85.00
23	<p><b>Telecommunications Specialist III.</b> Performs work of considerable difficulty in the design, development, operation, and maintenance of high-speed voice and data telecommunications network facilities, including links, switching systems, and network monitoring and control facilities. 5 years experience performing analysis and design work of high complexity to design, develop, operate and maintain high speed voice and data telecommunications network facilities. Conduct studies, analyzes needs, develops specifications and makes recommendations on acquisition of hardware and software.</p>	70.00 - 90.00

24	<p><b>Web Content/Communications manager.</b> Performs work for the necessary development of Policy, Procedures and Standards regarding building and maintaining a website (incl. intranet) presence, Must be able to work with multiple internal managers as well as the CIO, Meet with department contacts to continue development of their sites, Working with graphic designers to develop web friendly "home page" graphics, assisting content owners to use Web conversion tools to convert documents to HTML, Creating graphics for lower level pages, Meeting with Intranet Steering Committee as directed, Heading a Web Developers Group for Customers as directed, Working with Internet Services Group within IT to develop interactive databases on Intranet, Working with team to market Intranet through promotional items, Delivering presentations to outside visitors about company Intranet, Using Adobe Acrobat to deliver forms through Intranet, writing technical user guides, etc, Communicate with all departments "real time" information, Shall have solid knowledge of HTML coding, keep up to date on web techs.</p>	75.00 - 90.00
25	<p><b>WEB Site Developer:</b> Utilizes various graphical software tools and technologies to transform graphical concepts into specific web pages. Implements existing site design and branding standards and guidelines into new and existing sites. Ensures that all page and site design is based on human factors best practices. Integrates graphics, images, text and advanced media into the graphical design of web pages. Makes changes to web site based on feedback from peers and Customers. Must have 2 years of technical graphic design or web development experience. Knowledge of DHTML, VBScript, JavaScript, Visual InterDev, FrontPage a plus.</p>	50.00 - 65.00
26	<p><b>WEB Document Specialist:</b> Responsible for development of Web site document pages through programming in HTML and upload of pages onto the site, and integrates multimedia assets/applications into the site. Integrates new technologies into the WEB environment. Maintains cross-platform and cross-browser compatibility. Maintains and supports the department's Disaster Recovery Scheme for Web hardware and software along with performing specially assigned duties. Is responsible for total quality management of the site including evaluation of links and usability, and for achieving department's production metrics for WEB environment. Assists the IS development team with the implementation of new WEB applications. Generates periodic and utilization reports. Job requires at least 2 yrs experience with document conversion and HTML, coding, with UNIX, Shell and Perl scripting a plus, CGI programming and/or Java scripting a plus, Light UNIX admin experience a plus. Responsible for performing HTML coding/document conversion, training staff to assist with document conversion, ensure automated generation and posting or re</p>	55.00 - 70.00

27	<p><b>Internet Application Developer:</b> Build user interface applications and back-end database using various programming and scripting languages, author complex Web pages, assist in project planning and Web site design. Must be able to create technical methodologies for engineering solutions to Web-based development problems. Determine new Web technologies to utilize, such as browsers, languages, and plug-ins, based on organization's needs. Make suggestions on creating Web-based technical standards for specific Web sites and the organization as a whole. 3+ years in ASP Development, Web Design, SQL Scripting, Visual Basic, Visual InterDev, MS SQL, Visual Basic, ASP, Java, HTML/DHTML/XML.</p>		60.00 - 75.00
28	<p><b>E-Commerce Solutions Architect:</b> Designing and developing webbased software solutions, experience in development languages such as Java, HTML, Java Script, Visual Basic and C++. Aide in creating systems architecture and design system environments across multiple platforms in an e-commerce environment. Experience with designing component based Intranet, Extranet or Internet solutions. 3+ years experience with MS Architecture including Windows NT, Visual Studio, InterDev, ASP/IIS, Active X, Remote Access Server, Transaction Server, DCOM and a working knowledge of Microsoft Commerce Server are required.</p>		80.00 - 100.00
29	<p><b>Java Programmer:</b> Responsibilities include designing, developing, testing, and implementing Java object-oriented applications and applets using established object-oriented methodologies. Must have experience with a major Java-based integrated development environment (e.g., IBM Visual Age, Symantec Visual Cafe, Microsoft Visual J++, etc.) is required. Must have a minimum of 2 years of hand-on Java application and applet development experience using integrated development environments. Must have experience using an established objectoriented methodology (e.g., Booch, Rumbaugh, Coad-Yourdon, etc.). Experience must include the development of stand-alone and webbased applications utilizing AWT, Swing, JDBC, JSP and serverlets. Must also have experience in Java 1.0.2, Java 1.1.x, and developing applications that make use of the Java 1.1 Event Model. Experience deploying web-based Java applications in both UNIX/Netscape Enterprise and Windows NT/Microsoft IIS.</p>		70.00 - 95.00
30	<p><b>Database Specialist II:</b> Performs work of moderate difficulty in planning, analyzing, implementing, and maintaining data base facilities. A minimum of 2 years experience under general supervision, performs tasks associated with database software programming, design or performance analysis to enhance the productivity of structured database installations. Investigates and maintains database integrity and takes or recommends corrective action to resolve technical problems.</p>		65.00 - 75.00

31	<p><b>Database Specialist III:</b> Performs work of considerable difficulty in planning, analyzing, implementing and maintaining major data base facilities involving complex structures. Possesses at least 3 years experience at a journeyman level, and under minimum supervision, plans, analyzes and maintains major database facilities involving complex systems. Either serves as a technical expert over complex database structures or as a project leader is involved in all aspects of database structures, performance, integrity, recovery, standards and interface requirements.</p>	75.00 - 85.00
32	<p><b>Database Manager:</b> Responsible for all activities in the designing, planning, analyzing, implementing, and maintaining of major data base facilities and support systems involving complex structures. Directs, reviews, and evaluates work of subordinates in data base policies and procedures, technical problems, priorities, and methods. Minimum of 3 years database administration and 6 years of relational database experience. College level training in relational database design theory. Solid understanding of relational database internals (memory structures, distributed architecture, client architecture, parallel server, locking mechanisms). Complete understanding of technical concepts, including database startup and shutdown options, create and manage indexes, diagnose and resolve locking conflicts, understand and use data dictionary tables and views. Working knowledge of disaster recovery, replication servers, and other database maintenance tools. Experience designing, implementing, and maintaining high transaction volume databases. A detail oriented, problem</p>	85.00 - 100.00
33	<p><b>Database Modeler:</b> Perform logical &amp; conceptual Data Modeling functions and collect business data requirements in order to design functional/logical and physical databases. Shall have 4 to 6 years of strong Data Management/Modeling experience working on corporate enterprise-wide relational databases (Oracle, SQL, Server, Informaix, Sybase, etc), Background should demonstrate ability in: 1) Full life cycle application database project design , development and implementation, 2) Systems analysis experience including requirements gathering and documentation, 3) Process and standards creation and implementation, 4) Facilitation of Design Session, 5) Logical Data Modeling (Case Tool exp. desired), Must possess superior oral &amp; written communication skills as well as excellent interpersonal</p>	80.00 - 100.00
34	<p><b>Data Warehouse Developer:</b> Will utilize project leadership and business/system analysis skills providing expertise in Data Warehouse design and decision support. Design dimensional data models to create star schemas/data warehousing repositories. Familiarity with Data Warehouse modeling tools. 3 to 5 years experience in data warehousing, datamarts, definitions, OLAP, report writers, data mining tools, SQL, and layouts.</p>	75.00 - 95.00

35	<p><b>MS SQL Server Administrator:</b> responsible for security, modeling, metadata collection and maintenance; installation; performance monitoring and tuning; capacity and fault tolerance planning; and database recovery. Recommended 3 years of SQL Server experience and 6 years of relational database experience. MS-SQL Server 6.5, MS-SQL Server 7.0 and MS-SQL 2000, Database Replication, Clustering, Windows NT Server 4.0 and 2000 administration, VB Database programming skills, fault tolerance and experience with performance monitoring and tuning. College level training in relational database design theory with knowledge of data warehouse architecture a plus.</p>	70.00 - 85.00
36	<p><b>Oracle Server Administrator:</b> Responsible for maintenance; installation; upgrades; performance monitoring and tuning; capacity and fault tolerance planning; data integrity; and database recovery. Minimum of 3 years Oracle database administration and 6 years of relational database experience. Solid understanding of Oracle internals (memory structures, distributed architecture, client architecture, parallel server, locking mechanisms). Complete understanding of technical Oracle concepts, including database startup and shutdown options, create and manage indexes, diagnose and resolve locking conflicts, understand and use data dictionary tables and views. Working knowledge of disaster recovery, replication servers, and other database maintenance tools. Experience designing, implementing, and maintaining high transaction volume databases. A detail-oriented, problem-solving attitude, strong time management skills, and effective oral and</p>	70.00 - 95.00
37	<p><b>Other Database Server Administrator:</b> Responsible for maintenance; installation; upgrades; performance monitoring and tuning; capacity and fault tolerance planning; data integrity; and database recovery. Minimum of 3 years database administration experience and 6 years of relational database experience. Solid understanding of other database administrator internals (memory structures, distributed architecture, client architecture, parallel server, locking mechanisms). Complete understanding of technical other database administrator concepts, including database startup and shutdown options, create and manage indexes, diagnose and resolve locking conflicts, understand and use data dictionary tables and views. Working knowledge of disaster recovery, replication servers, and other database maintenance tools. Experience designing, implementing, and maintaining high transaction volume databases. A detail-oriented, problem-solving attitude, strong time management skills, and effective oral and written</p>	70.00 - 85.00

38	<p><b>Documentation Specialist:</b> Responsible for supporting systems projects by preparing and/or maintaining user guides, installation guides, systems documentation, operational manuals and generating standards for systems. 3+ years experience as a technical writer, editor or similar category. Strong written skills with the ability to adapt output to targeted audience (i.e., executive level, technical level, end-user).</p>	60.00 - 75.00
39	<p><b>Quality Assurance Manager:</b> Serves as a manager overseeing a program and staff dedicated to ensuring that quality IT products and services are delivered. Is responsible for quality assurance procedures, testing and managing the QA staff and ensures that QA procedures are current with standards. Works with other IT managers to develop priorities, test plans and determine target dates. Gives directions to staff regarding QA procedures and testing methodology. Has 5+ years experience working with Quality Assurance teams. Is very knowledgeable in quality assurance testing, QA methods and procedures. Has experience in supervising a QA staff. Excellent written communication, verbal communication and team-building skills.</p>	75.00 - 85.00
40	<p><b>Quality Assurance Engineer:</b> Serves as an experienced quality assurance staff member. Is responsible for the quality of IT products and services. Assists in creating quality assurance procedures. Organizes testing and identifies failures and quality checkpoints. Updates documentation as appropriate. Is very knowledgeable in quality assurance testing, QA methods and procedures. Experienced with creating quality assurance documentation. Has good judgement in identifying significant and insignificant quality problems.</p>	65.00 - 80.00
41	<p><b>Quality Assurance/Systems Testing Analyst:</b> Serves as a quality assurance analyst. Is responsible for the quality of IT products and services. Follows all quality assurance procedures. Organizes own testing scenarios and identifies failures and quality checkpoints. Experienced in writing quality assurance documentation. Updates documentation as appropriate. Is knowledgeable in quality assurance testing, QA methods and procedures. Organized, thorough, and is disciplined in following procedures. Has good judgement in identifying significant and insignificant quality problems.</p>	65.00 - 75.00

42	<p><b>GIS Specialist:</b> Serves as programmer/analyst in developing and implementing GIS applications. Writes, tests and documents software for spatial data creation, maintenance and analysis. Adds new data and manipulates existing data in multiple work files. Analyzes and resolves database and software problems. Produces maps and other GIS products. Has significant experience and knowledge of geographic and cartographic techniques and mathematics. Has significant experience in geographic data processing and analysis. Has good knowledge of GIS database structures.</p>	75.00 - 95.00
43	<p><b>Client/Server Specialist:</b> Serves as an experienced client/server applications programmer/analyst in designing, developing, testing, and implementing client/server programs. Is responsible for design &amp; development of C/S application programs. Develops code, tests and implements those programs. Assists in setting C/S application standards. Has good experience designing and developing application programs using object-oriented methodologies. Good working knowledge of RDBMS technologies, ODBC and data modeling. Good knowledge of two and three-tier client/server systems, Visual Basic or Powerbuilder programming languages.</p>	60.00 - 75.00
44	<p><b>Systems Project Manager:</b> Under direction, is responsible for managing project teams involved in the planning, installation, design and implementation of major data processing systems; and performs related work as required. A minimum of 5 years experience managing all phases of the system development life cycle for all types of information technology projects that are typically found in a Fortune 500 Company. The proposed manager must have experience with using formal methodologies and tools in the management of IT projects. Preference to project management experience in a Government environment</p>	75.00 - 95.00

45	<p><b>CADD Technician I:</b> Under supervision, performs detailing and design work of routine difficulty utilizing Computer Aided Design and Detailing. Is responsible for preparation of plans and details utilizing Microstation CADD work stations in applying standard designing and drafting methods and techniques, calculation and documentation of quantities, coordinate geometry applications of horizontal and vertical alignments, interpretation and application of survey data, pavement markings, sign design, traffic control, quantity takeoffs, cost estimation, field reconnaissance, etc. Knowledge of drafting, design and construction standards applied to the preparation of a variety of construction plans (including but not limited to highway/traffic design) as required by the customer, Knowledge of methods, procedures and techniques used in analyzing and interpreting a variety of data such as field surveys, aerial photographs and maps, Skill in interpreting, utilizing and verifying the accuracy of data. Skill in verbal, graphical and written communication.</p>	35.00-50.00
46	<p><b>CADD Technician II:</b> Under general supervision, exercises considerable independent and discretionary judgement within policies and procedures. Performs detailing and design work of moderately complex difficulty utilizing Computer Aided Design and Detailing. Is responsible for preparation of plans and details utilizing Microstation CADD work stations in applying standard designing and drafting methods and techniques, calculation and documentation of quantities, coordinate geometry applications of horizontal and vertical alignments, interpretation and application of survey data, pavement markings, sign design, traffic control, quantity takeoffs, cost estimation, field reconnaissance, etc. Knowledge of drafting, design and construction standards applied to the preparation of a variety of construction plans (including but not limited to highway/traffic design) as required by the customer, Knowledge of methods, procedures and techniques used in analyzing and interpreting a variety of data such as field surveys, aerial</p>	40.00-55.00

47	<p><b>CADD Technician III.</b> Under general supervision, exercises considerable independent and discretionary judgement within policies and procedures. Performs detailing and complex design work of mederately complex difficulty utilizing Computer Aided Design and Detailing. Is responsible for preparation of plans and details utilizing Microstation CADD work stations in applying standard designing and drafting methods and techniques, calculation and documentation of quantities, coordinate geometry applications of horizontal and vertical alignments, interpretation and application of survey data, pavement markings, sign design, traffic control, quantity takeoffs, cost estimation, field reconnaissance, etc. Knowledge of drafting, design and construction standards appied to the preparation of a variety of construction plans (including but not limited to highway/traffic design) as required by the customer, Knowledge of methods, procedures and techniques used in analyzing and interpreting a variety of data such as field surveys, aerial</p>	45.00-65.00
48	<p><b>Project Director:</b> Serves at an executive level with customer CIO for the purpose of establishing goals, directives, and priorities with executive management, Initiates or assists in securing funding and resources, Provides direction for major project development and implemetation planning and decisions, Establishes IT project operational criteria and direction, Background should include a history of engagements with large private or public entities whereby this individual was responsible for setting goals and priorities, Strong project</p>	80.00 - 100.00
49	<p><b>Project Manager:</b> Serves as the general IT Project Manager over very large or multiple IT projects, Responsible for managing development or operational or maintenance or enhancement project teams for major data processing systems (et al), Interfaces with both IT and customer management personnel, Ensures that project objectives and target dates are achieved, Minimum of 4 years experience in planning, managing and implementing IT projects, excellent oral and written communications skills required</p>	75.00 - 90.00
50	<p><b>Project Administrator:</b> Serves as chief coordinator for all activites in multiple IT projects, Responsible for the accurate allocation of funding and paying invoices, Ensures that procurement and personnel rules are followed, Interfaces with the Project Manager or Development Manager of each project regarding deliverables, financial issues, documentation, etc, Has a strong understanding and experience in all the elements of project administration, Has demonstrated excellent organizational skills in a large IT department or large, complex IT projects, excellent oral and written</p>	45.00 - 60.00

51	<p><b>Development Manager:</b> Serves as the "hands-on" manager of an IT development project, responsible for managing a project team involved in the design and implementation of a data processing system (et al), Oversees all aspects of project development from the initial design to the project implementation, Responsible for the quality and timeliness of project deliverables as well as constant communication with other IT management and key customers, Supervisory experience of at least a 3 member staff of application programmers or analysts, excellent oral and written communication skills</p>	80.00 - 100.00
52	<p><b>Sr. EDP Planning Analyst:</b> Serves as the lead individual in creating IT strategic and tactical plans, Responsible to coordinate and supervise the analysis of current computer installation resources and project the future needs of the IT department based upon customer projected requirements, Gathers information from IT and customer, Coordinates staff activities, Creates planning documents as directed, Makes presentations as directed, Has significant experience in the creation, analysis, review and revision of application data models and entity relationship diagrams, Must have excellent interview skills as well as oral and written communication skills, Experience in EDP</p>	80.00 - 95.00
53	<p><b>EDP Planning Analyst:</b> Serves as a member of an EDP planning team for the creation of IT strategic and tactical plans, Responsible to perform the analysis of current computer installation resources and project the future needs of the IT department based upon customer projected requirements, Gathers information from IT and customer, Creates planning documents as directed, Conducts presentations as directed, Has significant experience in the creation, analysis, review and revision of application data models and entity relationship diagrams, Must have excellent interview skills as well as oral and written communication skills, Experience in EDP project</p>	70.00 - 85.00



**Master Blanket Purchase Order EPS070113-3-A2**

**Header Information**

<b>Purchase Order Number:</b>	EPS070113-3-A2	<b>Release Number:</b>	0	<b>Short Description:</b>	IT Consulting with & Staffing Services
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Scott Geiger	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2010	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State Procurement Office	<b>Location:</b>	SPO - State Procurement Office	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	02/08/2008 04:04:39 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	0	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>					
<b>Project No.:</b>					
<b>Master Blanket/Contract End Date (Maximum):</b>					
<b>Attachments:</b>	<a href="#">Completed EPS070113 Consulting Price Sheet.xls</a> , <a href="#">Completed EPS070113 Staffing Price Sheet.xls</a> , <a href="#">Detailed Proposal Scores.pdf</a> , <a href="#">EPS070113-3-A1 CON.pdf</a> , <a href="#">EPS070113-3-A2 CON.pdf</a> , <a href="#">EPS070113-3 CON.pdf</a> , <a href="#">EPS070113-A1 Detailed Proposal Scores 23pgs 020808a.pdf</a> , <a href="#">EPS070113-A1 Evaluation and Award Determination 020808a.pdf</a> , <a href="#">EPS070113-A1 Evaluation and Award Determination.pdf</a> , <a href="#">EPS070113-A1 SOL.pdf</a> , <a href="#">EPS070113 Consulting Price Sheet.xls</a> , <a href="#">EPS070113 FAQ.doc</a> , <a href="#">EPS070113 Offer Form.doc</a> , <a href="#">EPS070113 Pre-offer Attendance Sheet.pdf</a> , <a href="#">EPS070113 Scope of Work.doc</a> , <a href="#">EPS070113 Staffing Price Sheet.xls</a> , <a href="#">RFP CLASS DETERMINATION.pdf</a> , <a href="#">Suspension and Department Confirmation.pdf</a> , <a href="#">Yoh IT State of Arizona Response.doc</a>				

**Primary Vendor Information & PO Terms**

**Vendor:**

9000002496 - Yoh Company Technology Staffing  
 Chris Trimarche  
 1661 E Camelback Rd  
 Suite 205  
 Phoenix, AZ 85016  
 US  
 Email: chris.trimarche@yoh.com  
 Phone: (602)235-9739  
 FAX: (602)280-1022

**Payment Terms:** Net 30

**Shipping Method:**

**Shipping Terms:**

**Freight Terms:**

**PO Acknowledgements:**

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to scott.holden@yoh.com at 11/25/2009 02:49:40 PM	
Change Order 1	Emailed to scott.holden@yoh.com at 01/25/2010 12:02:08 PM	04/05/2010 02:23:45 PM

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>9000002496</u>		Yoh Company Technology Staffing	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:**

02/08/2008

**Master Blanket/Contract End Date:**

02/07/2011

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

**Item Information**

**Print Sequence # 1.0, Item # 1:** Please see attached price sheet...

3PS - Sent

NIGP Code: 925-33  
 Engineer Services, Professional

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:

Brand:

Model:

Make:

Packaging:

Exit