

CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
June 2, 2008
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

- a. [The Mayor will recognize the graduates of the 2008 Avondale Citizen Leadership Academy.](#)

3 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

4 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. **APPROVAL OF MINUTES**

- a. Work Session of May 12, 2008
b. Regular Meeting of May 19, 2008

b. **CONTINUANCE - LIQUOR LICENSE - CLUB SANTA FE**

City Staff is requesting City Council continue a request by Ms. Mercedes De La Mora, for a Series 7: On-sale Retailer's license to sell beer and wine at Club Santa Fe, 10907 West Buckeye Road to the City Council meeting of June 16, 2008. The Council will take appropriate action.

c. **APPOINTMENT OF JUDGES PRO TEMPORE**

Staff is requesting that the City Council re-appoint eleven judges pro tempore to one year terms expiring on June 2, 2009. The Council will take appropriate action.

d. **PURCHASE OF 3M LIBRARY SYSTEMS EQUIPMENT**

Staff is requesting that the City Council approve a contract with 3M Library Systems for the purchase of one 3M Smart Sorter for automated returns, one 3M Smart Check machine for automated patron checkouts, one Buried Cable Detection System for theft avoidance and one SIP Interface License for the new Old Town Library in the amount of \$200,038.00 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents. The Council will take appropriate action.

e. **PURCHASE OF FURNITURE FOR THE OLD TOWN LIBRARY FROM ARIZONA SCHOOL FURNISHINGS**

Staff is requesting that the City Council approve a contract with Arizona School Furnishings to purchase tables, chairs and shelving for the new Old Town Library in the amount of \$118,740.99 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents. The Council will take appropriate action.

f. PURCHASE OF INFORMATION TECHNOLOGY NETWORK EQUIPMENT FOR AVONDALE OLD TOWN LIBRARY

Staff is requesting that the City Council approve a contract with Insight for the purchase and installation of Information Technology network equipment for the Avondale Old Town Library in the amount of \$133,435.92, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

g. REQUEST FOR CONTINGENCY FUNDS FOR GRAFFITI AND WEED ABATEMENT

This item is a request for \$15,000 in contingency funds to enable the Neighborhood and Family Services Department to begin services through the new contract with Graffiti Protective Coatings and for weed abatement, prior to funds becoming available for both programs in the fiscal year 2008-09 budget.

h. FINAL PLAT - COLDWATER SPRINGS PROMENADE FP-07-11

The Council will consider a request for final plat approval for Coldwater Springs Promenade, approximately 20 acres located on the southwest corner of Van Buren Street and Avondale Boulevard. The Council will take appropriate action.

i. FINAL PLAT - PLAZA 137 - FP-07-4

The Council will consider a request for final plat approval for Plaza 137, 1.45 acres located north of Plaza Circle Drive between 137th Avenue and Osborn Road. The Council will take appropriate action.

j. RESOLUTION 2748-608 - AUTHORIZING AMENDMENT - INTERGOVERNMENTAL AGREEMENT - MARICOPA COUNTY HUMAN SERVICES - SPECIAL TRANSPORTATION SERVICES

The Council will consider a resolution authorizing an amendment to the intergovernmental agreement with Maricopa County Human Services Department Special Transportation Service (STS) Program for FY 2007-2008 in the amount of \$15,000. The Council will take appropriate action.

k. ORDINANCE 1314-608 - ACCEPTING A WATER EASEMENT ALONG THE NORTH SIDE OF VAN BUREN ST. BETWEEN 101ST AVE. AND 103RD AVE.

The Council will consider an ordinance accepting a waterline easement on Van Buren Street between 101st Avenue and 103rd Avenue. The Council will take appropriate action. The Council will take appropriate action.

l. ORDINANCE 1315-608 - RIGHT-OF-WAY DEDICATION - MARK AND JANET SHAPIRO - NEC OF ELISEO C. FELIX WAY AND RILEY DRIVE.

The Council will consider an ordinance accepting right of way at the northeast corner of Eliseo C. Felix Way and Riley Drive. The Council will take appropriate action.

m. ORDINANCE 1313-608 - ACCEPTING DRAINAGE EASEMENT - 9TH STREET IMPROVEMENTS

The City Council will consider an ordinance accepting the dedication of a drainage easement that is necessary to facilitate the paving of 9th Street from Western Avenue to Riley Drive. The Council will take appropriate action.

5. ORDINANCE 1312-608 - AMENDING CHAPTER 6 OF THE PERSONNEL POLICIES – WORKERS’ COMPENSATION

The Council will consider an ordinance amending the Personnel Policies and Procedures, Employee Benefits Chapter 6, Item 2 of Section N, relating to Workers' Compensation. The Council will take appropriate action.

6. RESOLUTION 2747-608 - AMENDING COUNCIL RULES OF PROCEDURE - POSTING LOCATIONS

The Council will consider a resolution amending Section 5.1.B of the Council Rules of Procedures relating to posting locations. The Council will take appropriate action.

7. INTERGOVERNMENTAL AGREEMENT MEMBERS OF THE ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK (AZWARN)

The Council will receive information regarding a mutual aid Intergovernmental Agreement, with members of the Arizona Water and Wastewater Agency Response Network. For information, discussion and

direction only.

8 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the sale and purchase of property and (ii) Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's attorney in order to consider its position and instruct the City's attorney regarding the council's position regarding pending economic development agreements

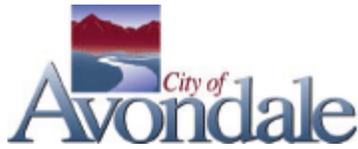
9 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Linda M Farris".

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.



CITY COUNCIL REPORT

SUBJECT:

Recognition of the 2008 Citizen Leadership Academy
Graduates

MEETING DATE:

June 2, 2008

TO: Mayor and Council

FROM: Pier Simeri, Community Relations & Public Affairs Director (623)333-1611

THROUGH: Charlie McClendon, City Manager

PURPOSE:

For the Mayor and Council to recognize the graduates of the 2008 Avondale Citizen Leadership Academy.

BACKGROUND:

The Avondale Citizen Leadership Academy is a specialized program that provides a comprehensive overview of the workings of city government. The program is open to residents and business owners in Avondale. The curriculum includes topics ranging from an in-depth perspective of the Council-Manager form of government and the city budget, to an overview of capital improvement projects and public safety. The 10 sessions comprise informative and interactive workshops, a quality of life tour, hands-on participation at the fire-training facility, and even a "mock trial" at the city court. All city departments play a role in helping to develop the curriculum which is aimed at helping participants understand how the city's the services and programs touch their lives each and every day.

DISCUSSION:

The first class kicked off on March 27, 2008 and the final session wrapped up on May 22. Listed below are the participants of the 2008 Avondale Citizen Leadership Academy:

Mike Alcorn, Lisa Amos, Michele Bakunowski, Rosalie Baldonado, Kevin Berry, Grace Carrillo, C'Artis Duncan, Laura Gonzales, Mary Haas, Donna Heiniemi, Curtis Nielson, Sandi Nielson, Alan Powell, Jeffrey Rich, David Scanlon and Roni Tortorici.

BUDGETARY IMPACT:

The Community Relations & Public Affairs Department budgets \$3,500 annually for the Citizen Leadership Academy to cover the cost of materials, printing, advertising, the rental of a bus for the Quality of Life tour, and meals.

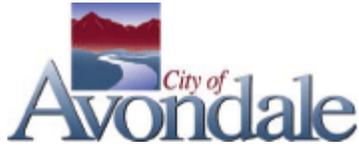
RECOMENDATION:

Staff requests that the Mayor and Council recognize the graduates of the 2008 Citizen Leadership Academy.

ATTACHMENTS:

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No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

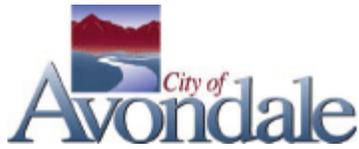
MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Continuance - Liquor License - Club Santa Fe

MEETING DATE:

June 2, 2008

TO: Mayor and Council

FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Staff is requesting City Council continue a request by Ms. Mercedes De La Mora, for a Series 7: On-sale Retailer's license to sell beer and wine at Club Santa Fe, 10907 West Buckeye Road to the City Council meeting of June 16, 2008. The Council will take appropriate action.

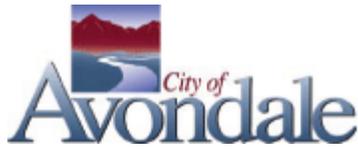
RECOMENDATION:

Staff recommends that the City Council continue this request by Ms. Mercedes De La Mora, for a Series 7: Onsale Retailer's license to sell beer and wine at Club Santa Fe, 10907 West Buckeye Road to the City Council meeting of June 16, 2008

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Appointment of Judges pro tempore

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Abril Ruiz-Ortega, Court Administrator (623)333-5822
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council re-appoint eleven judges pro tempore to one year terms expiring on June 2, 2009.

BACKGROUND:

Avondale City Code section 5-1 (f) gives the City Council the authority to appoint judges pro tempore. During its June 4, 2007 meeting, the City Council appointed pro tem judges to serve one year terms to fill in during the absence of the City Judge. Their terms expire on June 4, 2008.

DISCUSSION:

Judge Lynch is recommending the Council re-appoint the following to an additional one-year term through June 2, 2009:

- Hon. N. Bruce Randall
- Hon. Alicia Lawler
- Hon. Casey Newcomb
- Hon. Larry Cronin
- Hon. William Molner
- Hon. Craig Ring
- Hon. E. Evans Farnsworth
- Hon. Joanne Landfair
- Hon. Debra Ann Weecks
- Hon. Rachel Strachan
- Hon. Michael Carroll

The panel of qualified judges authorized to serve in Avondale fill in for the absent City Judge when all sitting judges are summoned on an annual basis to judicial conferences and mandatory training. Pro tem judges also fill in during the City Judge's scheduled vacation leave and sick leave.

The judges named above have been admitted to the practice of law for at least five years as required by Avondale City Code, Section 5-1 (f); all have extensive judicial experience in the courts of limited jurisdiction and all have completed the application, interview and selection process conducted with the help of the Avondale Human Resources department.

BUDGETARY IMPACT:

Judges pro tempore are compensated at an hourly rate of \$55.00 per hour. This rate is competitive with other WestValley courts. Funding for the pro tem judges is provided in the Court operating budget in the Professional Services account.

RECOMENDATION:

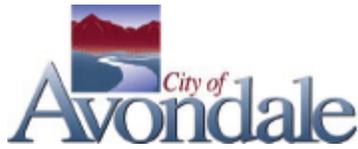
Staff recommends that the City Council re-appoint the existing pro tem judges listed above to one-year terms

expiring on June 2, 2009.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Purchase of 3M Library Systems Equipment

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Daniel Davis, Director of Parks, Recreation & Libraries (623)333-2411
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with 3M Library Systems for the purchase of one 3M Smart Sorter for automated returns, one 3M Smart Check machine for automated patron checkouts, one Buried Cable Detection System for theft avoidance and one SIP Interface License for the new Old Town Library in the amount of \$200,038.00 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents.

DISCUSSION:

The 3M Smart Check system and sorters are used for automated check-in and check-out of books and library materials. This is the same system that is in place at the Civic Center Library. These units are being purchased via a cooperative purchasing agreement with the Maricopa County Library District through the existing Intergovernmental Agreement. The purchase of this equipment will streamline the processing of materials, increase operating efficiency, and reduce staff time.

BUDGETARY IMPACT:

The equipment is funded from the \$689,000 Furniture, Fixture and Equipment budget for the new Old Town Library. The Smart Check equipment is a special order item and is constructed specifically for the facility. The equipment has a long lead time for delivery and needs to be ordered at this time to insure delivery in time for the completion of the library. The costs for the equipment are summarized below:

1	3M Smart Sorter for Auto Sorting & Patron Returns @ \$167,307	\$167,307
1	3M Smart Check for Auto Patron Check outs @ \$18,894	\$ 18,894
1	SIP Interface License @ \$500	\$ 500
1	3M 8802 Buried Cable Detection System @ \$ 13,337	\$ 13,337
	Total	\$200,038

Prices include freight, installation, 90-day warranty and 12-month service agreement.

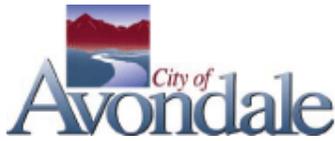
RECOMENDATION:

Staff recommends that the City Council approve a contract with 3M Library Systems to purchase one 3M Smart Sorter for automated returns, one 3M Smart Check machine for automated patron checkouts, one Buried Cable Detection System for theft avoidance and one SIP Interface License for the new Old Town Library in the amount of \$200,038.00 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Purchase of Furniture for the Old Town Library from
Arizona School Furnishings

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Daniel Davis, Director of Parks, Recreation & Libraries (623)333-2411
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with Arizona School Furnishings to purchase tables, chairs and shelving for the new Old Town Library in the amount of \$118,740.99 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents.

BACKGROUND:

Staff worked with the architect and designers at Arizona School Furnishings to achieve a design and color palette that would compliment the atmosphere of the new library making it a welcoming and inviting place to gather. Throughout the process staff has made every effort to keep costs as low as possible without sacrificing quality. The furniture is being purchased via a cooperative purchasing agreements with Mohave Educational Services Cooperative and the State of Arizona Procurement Office.

DISCUSSION:

The furniture is funded from the \$689,000 Furniture, Fixtures, and Equipment budget for the new Old Town Library. Staff determined that Estey shelving was the most cost effective and ADA compatible shelving available. Many libraries in Arizona have installed Estey shelving and are quite happy with it. Staff chose tables with durable and washable surfaces for all areas. Chairs with washable surfaces were chosen for the children’s area. Comfortable seating with durable fabrics was chosen for the lobby, as well as the adult and teen areas. The cost for the all furniture and shelving is summarized below and a cost breakdown of each piece is attached.

Shelving for entire library, display kiosks and book trucks	\$40,575.44
Computer Tables	\$23,418.20
Lobby & First & second floor furniture	\$33,407.27
Installation	\$ 9,861.00
Freight	\$ 3,200.00
Sales Tax	\$ 8,279.08
TOTAL	\$118,740.99

BUDGETARY IMPACT:

Funding is available in the Old Town Library capital project account in the FY 2007-08 budget.

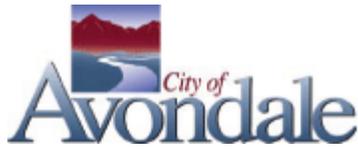
RECOMENDATION:

Staff recommends that the City Council approve a contract with Arizona School Furnishings to purchase tables, chairs and shelving for the new Old Town Library in the amount of \$118,740.99 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Purchase of Information Technology Network
Equipment for Avondale Old Town Library

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Mark Neerings
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with Insight for the purchase and installation of Information Technology network equipment for the Avondale Old Town Library in the amount of \$133,435.92, and authorize the Mayor or City Manager and City Clerk to execute the contract documents . The Council will take appropriate action.

BACKGROUND:

Council awarded a Design-Build contract to Sundt Construction, Inc. on June 20, 2005 for preconstruction services relating to the Civic Center and Old Town Branch Libraries, including master-planning and design services. On November 20, 2006 Council approved Amendment No. 2 to the Design-Build Contract in the amount \$583,665. On May 11, 2007 Council approved Amendment No. 3 which increased the pre-construction services in the amount of \$63,449 for additional design services. Council reviewed the Old Town Library Conceptual Design on January 16, 2007 and provided staff with direction to construct a 12,700 square foot facility.

Upon completion of the building design & floor plans, the Information Technology department prepared quotations for specified IT related equipment and services. These include such items as cabling, security, computers and network equipment.

DISCUSSION:

The Information Technology portion of the FF&E budget for the Avondale Old Town Library is budgeted at \$291,500.00. This fund covers all Information Technology equipment to be installed at the Avondale Old Town Library. The following is a breakdown of the infrastructure and equipment being installed.

Cabling

Installation of 86 network cable drops for Data & Voice access. Installation of fiber optic and copper cable between the Police Jail and Old Town Library. Installation of all necessary related equipment to terminate these cables.

Security

Installation of security badge card readers, cameras, glass break detectors and Lenel controllers.

Computers

Purchase of 34 patron computers with all necessary software licenses to access the City's network. These will add to the existing 18 computers for a total of 52 patron computers.

Printer/Copier/Fax

Purchase of a Xerox WorkCenter Pro Copier/Printer/Fax.

Audio/Video

Installation of av projector, sound equipment and screens in conference room. Plasma screens in lobby for cable

channel and information.

Network Equipment

Purchase of Information Technology network and communication infrastructure including router, switches, firewalls, wireless security & access points. Installation services for wireless network for patrons use.

The Information Technology network equipment for the new Avondale Old Town Library is being purchased through Insight on the State of Arizona Contract # EPS060043-28-A4 in the amount of \$ 133,435.92 from account number 311-1031-00-8012.

BUDGETARY IMPACT:

The Information Technology equipment for the Avondale Old Town Library is funded in the IT portion of the FF&E budget totaling \$291,500.00. The network equipment will be purchased using these funds in the amount of \$ 133,435.92 from Insight utilizing the State of Arizona Contract numbers EPS060043-28-A4 and EPS070086-2-A1.

RECOMENDATION:

Staff recommends that the City Council approve a contract with Insight for the purchase and installation of Information Technology network equipment for the Avondale Old Town Library in the amount of \$133,435.92, and authorize the Mayor or City Manager and City Clerk to execute the contract documents .

ATTACHMENTS:

Click to download

📄 [PA - Insight](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
INSIGHT PUBLIC SECTOR, INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of June 2, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Insight Public Sector, Inc., an Illinois corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona entered into Contract No. EPS060043-28 dated as of July 17, 2006, as amended by that certain First Amendment to Contract dated as of July 27, 2006, by that certain Second Amendment to Contract dated as of January 2, 2007, by the certain Third Amendment to Contract dated as of January 11, 2007 and by that certain Fourth Amendment to Contract dated as of October 15, 2007, with the Contractor to provide wireless controller implementation services (the "State Contract"). The State Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted by Section 25-24 of the City Code to make purchases under the State Contract without any further public bidding when, in the opinion of the purchasing director, a separate bidding process is not likely to result in a lower price than would be available under the State Contract.

C. The purchasing director has made the determination that a separate bidding process is not likely to result in a lower price than would be available under the State Contract. The City desires to utilize the services of the Contractor for a lower cost than would otherwise be available.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 2, 2009.

2. Scope of Work. Contractor shall provide wireless controller implementation services under the terms and conditions of the State Contract as set forth in Exhibit B attached hereto and incorporated herein by reference, in an amount not to exceed in aggregate a total of \$133,435.92.

3. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, Acting City Clerk

“Contractor”

INSIGHT PUBLIC SECTOR, INC., an
Illinois corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____ of INSIGHT
PUBLIC SECTOR, INC., an Illinois corporation, on behalf of the corporation.

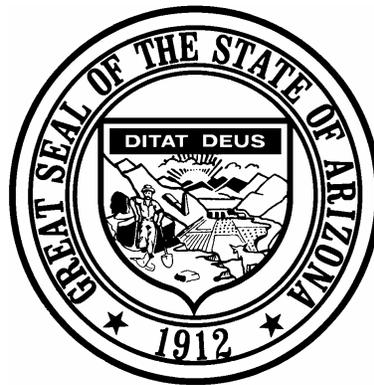
Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
INSIGHT PUBLIC SECTOR, INC.

[State Contract]

See following pages.



Contract EPS060043-28-A4

NETWORKS, EQUIPMENT AND SERVICES

**IN ACCORDANCE WITH A.R.S. 41-2501, ET SEQ, AND UNDER
THE AUTHORITY OF THE STATE OF ARIZONA, DEPARTMENT
OF ADMINISTRATION, STATE PROCUREMENT OFFICE
DIVISION, HEREBY ESTABLISHES THE FOLLOWING ARIZONA
STATE CONTRACT.**



Contract

Contract No.: EPS060043-28-A4
Vendor: Insight Public Sector, Inc.

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 104
Phoenix, AZ 85007

Requisition Number: ADSM-6J7M3Y

Solicitation Number: EPS060043-A4

Solicitation Title: NETWORKS, EQUIPMENT AND SERVICES

Vendor Name: Insight Public Sector, Inc.

Proposal Number: ADSM-6J7M3Y

Contract Number: EPS060043-28-A4

Type: Statewide

Status: Complete

Contract Start Date: 7/17/2006

Contract End Date: 7/16/2009

Max Extensions: 2 Years

Procurement Officer: Doug Milford
(602) 542-9121
doug.milford@azdoa.gov

Procurement Manager: James Scarboro

Procurement Administrator: Jean Clark



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 Vendor: Insight Public Sector, Inc.

State of Arizona
State Procurement Office
 100 N 15th Ave., Suite 104
 Phoenix, AZ 85007

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Terms and Conditions

Contract No.: EPS060043-28-A4
Vendor: Insight Public Sector, Inc.

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 104
Phoenix, AZ 85007

1. Terms and Conditions

1.1. Contract Interpretation

The Contract shall be interpreted as provided herein.

1.1.1. Offer and Acceptance

Contract offer and acceptance form is as set forth herein.

1.1.2. Definitions

Agency	Means an organizational entity within the executive branch of the State Government of Arizona.
Arizona Executive Branch Entities	Means all agencies, departments, boards, etc. that are governed by the Executive branch of the State of Arizona. Arizona Executive Branch Entities does not include political subdivisions (including the State's Universities, Community Colleges, K-12 School Districts, Counties, Cities, Libraries, etc.).
ARS or A.R.S.	Means Arizona Revised Statutes
Attachment or Contract Attachment	Part of the Contract document containing terms, conditions or requirements of a more granular or procedural level of detail.
Contract	The Terms and Conditions and Attachments as offered by the Contractor and accepted by the State, as well as applicable documents exchanged throughout the solicitation process, including the Solicitation Instructions and Questionnaires, and the Offerors responses to such.
Contract Amendment	A written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
Contract Term	The time period, defined in the Contract as revised, during which the Contract is in force.
Contractor/Qwest	Means Qwest Interprise America, Inc.
Customer	Any specific individual subdivision of the Arizona State government (including all 3 (three) branches and all Agencies, Departments, Boards, etc.) and any Political Subdivision (including the State's Universities, Community Colleges, K-12 School Districts, Counties, Cities, Libraries, etc.) and any qualifying non-profit organization.
Days	Means calendar days unless otherwise specified.
Economic Price Adjustment	An adjustment in price made to a good or service as changes in industry and/or technology warrant.
EPS	Means Enterprise Procurement Services Division, a division of the Arizona Department of Administration.
Exhibit	An example of something articulated in the Solicitation, Offer or resulting any Contract. Exhibits do not contain terms, conditions or requirements.
Fixed Price	All pricing shall remain fixed for the term of the Contract except as warranted by the changes in industry and/or technology that require an Economic Price Adjustment.



Terms and Conditions

Contract No.: EPS060043-28-A4
 Vendor: Insight Public Sector, Inc.

State of Arizona
State Procurement Office
 100 N 15th Ave., Suite 104
 Phoenix, AZ 85007

Force Majeure	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.
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
Manufacturer	A third-party manufacturer of equipment that Contractor is reselling to the State under this Contract.
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.
MPOP	Means Main Point of Presence. The physical location at which the Contractor provides the specific Services for the Customer.
Net Effective Services Price	"Base-offer price" minus the "term discount" minus the "volume discount," where both the term discount and the volume discount are subtracted directly from the "base-offer price." For example if the Contractor offered a "term discount" of 20% and a "volume discount" of 15%, then the "Net effective Services price" equals 65% of the "base-offer pricing."
Node	Any location that has Contractor provided Services.
Offer	A bid, proposal or quotation submitted by an Offeror in response to a Solicitation.
Offeror	A person or entity who responds to the Solicitation.
Performance Period	The term of any authorized CSO.
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.
Products	Hardware, software and materials provided in accordance with the Scope of Work.
Proposal	The response submitted by an Offeror in response to a Request for Proposals (RFP).
QoS	Means Quality of Service
Requested Services Delivery Date	The earliest date that the Contractor shall initiate recurring charges for new Services.
Services	Offerings from Qwest that (a) install, maintain, or manage Products; or (b) support Customer network management objectives.
Solicitation	An Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').
Solicitation Amendment	A written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.



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State	The State of Arizona and Department or State Entity that executes the Contract.
State Fiscal Year	The period beginning with July 1 and ending June 30,
Subcontractor	An entity acting as a subcontractor, partner or referral partner that will team with Contractor to provide the Services and Products to the State and Customers.

1.1.3. Authority to Contract

The Contract is issued under the authority of the Procurement Officer designated herein.

Procurement Officer: Doug Milford
E-mail: doug.milford@azdoa.gov
Phone: (602) 542-9121

1.1.4. Customers

The Contract shall be available for use by the following Customers.

1.1.4.1. Mandatory Customers

The Contract is for the exclusive use of all Arizona State agencies, boards and commissions (Agencies). See <http://www.azeps.az.gov/ProcurementPartners/index.htm>.

1.1.4.2. Permissive Customers

In accordance with ARS 41-2642, et seq., the Contract is also available for use by all members of the Arizona State Procurement Cooperative (Cooperative Members). See <http://www.azeps.az.gov/ProcurementPartners/index.htm>.

1.1.5. Non-Exclusivity

The Contract is for the sole convenience of the State. State shall obtain like supplies and/or services from other sources and authorize off-contract purchases as it determines necessary. Such determinations shall be made at the discretion of the State or its authorized delegate. Off-contract authorization shall be granted as provided for under the Arizona Procurement Code.

1.1.6. Type

In accordance with R2-7-363(C), the Contract shall be Fixed-pPrice with price adjustment.

1.1.7. Contract Term

The term of the Contract shall commence State Input and shall remain in effect for a term of three (3) years, unless terminated, canceled or extended as otherwise provided herein. At its option, the State may unilaterally extend the Contract for additional periods of time such that the initial term and all subsequent extensions do not exceed five (5) years in length.

1.1.8. Quantities

The quantities of supplies and services available under the contract are considerable but indefinite.

1.1.9. Jurisdiction

The Contract shall be subject to the Laws of the State of Arizona, and where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.



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1.1.10. Order of Precedence

The terms and conditions as responded to by Qwest with specificity should prevail over the Contract Terms and Conditions; however, if by "as amended" the State expresses its intent to modify the Contract Terms and Conditions to incorporate the negotiated responses to the Offer Forms, then Qwest can accept the Contract Terms and Conditions taking precedence over the Offer Forms.

1.1.11. Relationship of Parties

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

1.1.12. Implied Terms

Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.

1.1.13. Severability

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

1.1.14. Parole Evidence

The 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.

1.1.15. 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.

1.1.16. Clarifications

The State shall clarify the Contract in writing as necessary, and such written clarification shall govern in case of conflict with the applicable terms and conditions or attachment requirements. In all other matters not affected by the written clarification, if any, the Contract as amended shall govern.

1.1.17. Ownership

Any materials, including reports, computer programs and other deliverables, created by the State or Contractor under this Contract and deemed work-made-for-hire, are the sole property of the State. Ownership of any such materials created in whole or in part by a Manufacturer will be determined independently by the Manufacturer and 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.

1.1.18. Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, and/or patents paid for by the State and created by the Contractor specifically for the State pursuant to or as a result of this contract ("Work Product"), shall be work made for hire and the State shall be considered the owner of such Intellectual Property. Contractor will notify the State, within 30 days, of the creation of any Work Product which is deemed work for hire. Contractor agrees to execute any and all documents necessary to assure ownership of the Work Product vests in the State and will take no affirmative actions that might have the effect of vesting all or part of the Work Product in any entity other than the State. The Work Product will not be disclosed by the Contractor to any entity not the State, unless disclosure is necessary for the performance of this Contract, without express written consent of the State. The State will have full ownership and title to the Work Product, subject to any restrictions of any third party materials embodied in the Work Product and disclosed to State. Contractor and Manufacturer(s) will have a perpetual, transferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of the Work Product for the purposes set forth in this Contract during the Term of this Contract and as necessary to comply with its regulatory requirements.



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Contractor may utilize or develop intellectual property in its performance hereunder which is owned or licensed by Contractor as part of its commercial offerings ("Contractor's Intellectual Property"). Contractor hereby grants to State a non-transferable (except to authorized subcontractors and agents under this Contract), non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of the Contractor's Intellectual Property for the purposes set forth in this Contract during the Term of the Contract.

In no event shall Contractor or Manufacturer(s) be precluded from developing for itself, or for others, materials which are competitive with, or similar to, the Work Product. In addition, each party shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Products and Services. Nothing set forth herein shall be deemed to transfer ownership of any preexisting intellectual property of either party or of a Manufacturer.

1.2. Prices and Pricing

Contractor shall comply with all prices and pricing requirements set forth herein.

1.2.1. Product Percent of List Price

Contractor shall offer a percent of list price for the entire manufacturer line within Offer Form 1 – Content of the RFP Proposal. Partial list discount and volume discounts shall not apply. The Contractor may offer promotional or volume discounts at any time during the Contract such that the price is at or below the percent of list price within the Contract.

1.2.2. Service Pricing

Any proposal for services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections, urban and rural, illustrated in "Illustration I: Service Area Map". The Offeror may establish a single price for Rural areas and a single price for Urban areas. All cities specified as Rural shall consider the entire city as Rural regardless if any portion of the city is beyond the specified radius. The four urban areas are;

- Flagstaff with a 20 mile radius from city center
- Yuma with a 20 mile radius from city center
- Tucson with a 25 mile radius from city center
- Phoenix with a 30 mile radius from city center
 - Avondale, Chandler, El Mirage, Glendale, Goodyear, Litchfield Park, Mesa, Peoria, Scottsdale, Tempe, Tolleson

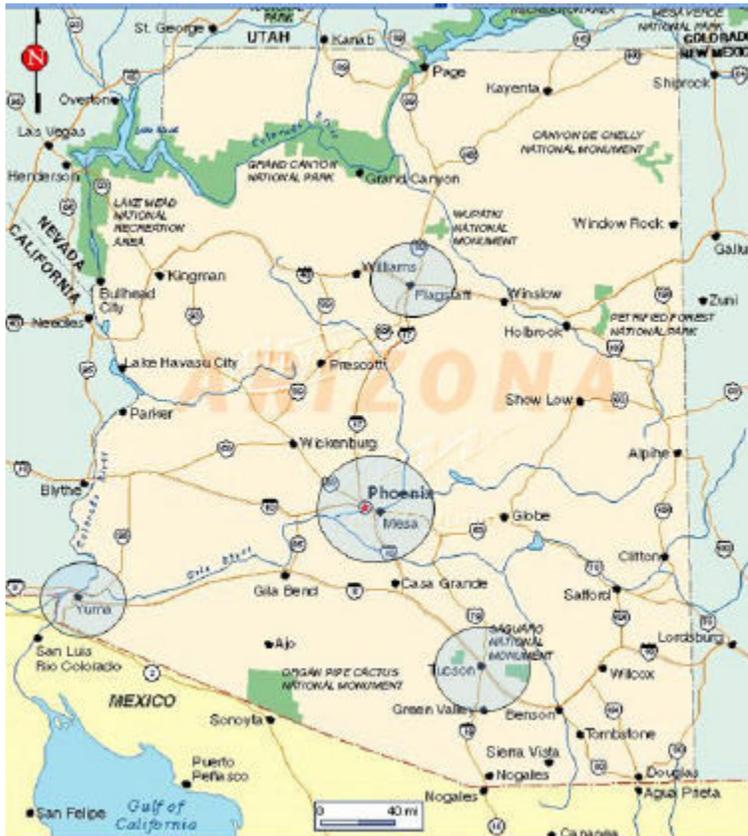
Illustration I: Service Area Map



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<http://www.seds.org/~spider/spider/az/arizona.jpg>

1.2.3. Applicable Taxes

Contractor shall be responsible for paying all applicable 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 Customer does not relieve the seller from its obligation to remit taxes. 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.

1.2.4. 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.

1.2.5. Expenses

Contractor shall be responsible for facilitator/consultant/instructor expenses. Contractor may bill for certain in-state and out-of-state travel expenses on a case-by-case basis. Contractor shall seek Customer approval before billing for any in-state or out-of-state travel expenses. The Contractor shall not be reimbursed for travel time. If approved by the Customer, in-state and out-of-state travel expenses shall be reimbursed in accordance with State of Arizona Travel Policy. The travel policy may be accessed via the internet at the State of Arizona General Accounting Office website



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(<http://www.gao.state.az.us/travel/>). Off-site travel is defined as any location outside a 35-mile radius of the Contractor's business or residence. Actual receipts for travel must be submitted for reimbursement of allowable direct costs (lodging, communications, etc.). For those offering services to the Arizona Department of Transportation Partnering Office the following shall apply: Out-of-state travel expenses to and from Arizona shall not be reimbursed. Contractor shall be compensated for travel time to and from off-site assignments at one-half the consulting service hourly rate unless otherwise determined by the Agency.

1.3. Ordering Process

Orders shall be placed by the Customer to the Contractor. Customers may require the Contractor to assist in Order preparation by providing necessary product and services descriptions, operating parameters, and interface information. Contractor shall provide this assistance at no added cost to the Customer. Each Order shall be approved and issued by the Customer or its authorized representative, as follows:

1.3.1. Quote Request

1.3.1.1. Quote Request Form

Customers may request quotes for the specific products and/or services available under the Contract, through the issuance of a Contract Quote or Purchase Quote (Quote Request) to the Contractor. Quote shall include, at a minimum, the following information: 1) Date the quote was requested; 2) Quote Number; 3) Customer information, to the individual department, division or office as applicable; 4) Customer contact person; 5) Term of the Service, including Service start date, expiration date – if applicable, and installation date – if applicable; 6) Total cost to the Customer; and 7) A list or description specifying the quantity, type and special options and/or provisions of the Service. Quote Requests shall cite the Contract number and shall be limited to those products and/or services available under the Contract only.

1.3.1.2. E-Rate Availability

Contractor shall provide E-Rate SPIN number to all Customers as requested.

1.3.1.3. Quote Request Recipient

Contractor, unless otherwise assigned as permitted herein, shall receive all Quote Requests submitted under the Contract.

1.3.1.4. Order Form Format

The Contractor may use any format for the Order Form subject that all requirements by the State are represented on the form. No additional terms and conditions may be present on the form unless the State Procurement Officer provides written authorization.

1.3.2. Purchase Order

1.3.2.1. Purchase Order Form

Orders must cite the Contract number and shall include, expressly or by reference, the cost to the Customer and the Customer's requirements for supplies and/or services available under the contract. Orders shall include, at a minimum, the following information: 1) Date of the Order; 2) Order Number; 3) Setup of Customer's Account (including Customer's profile as required for specific Service, billing, etc.); 4) Term of the Order, including Service start date, termination date (if applicable), and installation date (if applicable); 5) Customer billing address and instructions; 6) Reference to related Orders; 7) Total cost to the Customer; and 8) A list or description specifying the quantity, type and special options and/or provisions of the Service.

1.3.2.2. Customer Provided Equipment and Facilities

Customer may provide at its own expense certain equipment and facilities necessary to receive Services under the Contract, e.g. terminating equipment, floor space, electricity, wall space, and support structures. Contractor shall



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identify requirements for Customer provided equipment and facilities and Customer assumes responsibility for providing same unless otherwise agreed.

1.3.2.3. Extra-contractual Products and Services Prohibited

Any attempt to use an Order to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract 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 termination for default, suspension and/or debarment of the Contractor.

1.3.2.4. Order 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.

1.3.2.5. Acceptance

Contractor shall acknowledge acceptance of all Orders. Contractor shall notify the Customer, in writing or electronically, within five (5) days of Order receipt. Orders that are not accepted or not specifically rejected by the Contractor within the five (5) days shall be considered accepted. Customers may accept verbal Order acceptance when time and circumstances require. Order acceptance shall include the reservation of all elements necessary to deploy the Ordered and accepted products and services.

Upon receipt of Products and Services, and/or commencement of continual Services, the Customer shall determine whether all delivered Products and Services meet the applicable Product and Services specifications and quality requirements established herein. Unless otherwise agreed upon in writing between Customer and Contractor, Customer agrees that Qwest has provided the Products and Services herein when the Product is received by Customer. Customer will notify Qwest in writing of any portion of product that is unacceptable. Failure to notify Qwest within 30 days of actual delivery date, or such shorter period as a Manufacturer may impose upon Qwest (in which case the shorter notification period will be binding upon the State), constitutes final acceptance. Qwest will have a 30 day right to cure any portion of the Product that has been rejected. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

No payment shall be made for any Products and Services until the Customer has accepted the Products and Services ordered.

1.3.2.6. Order Acknowledgement

Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

1.3.3. Product Catalog

Product Catalogs contained within the contract may contain products that are outside the scope of this contract. Customers shall verify that products being purchased through this contract are within the scope of the contract before any transaction is performed. Catalogs were kept whole during the solicitation to prevent partial manufacturer line submissions.

1.4. Order Modification or Cancellation

1.4.1. Modification or Cancellation prior to Order Acceptance

Customer may, at any time prior to Order acceptance, modify or cancel the Order, in whole, or in part. Customer shall have no liability for making such modifications or cancellations.

1.4.2. Modification or Cancellation after Order Acceptance

Customer may modify or cancel an Order after Order acceptance. Contractors may modify Orders as authorized by the Customer. Modifications or cancellations shall be executed in writing or electronically. Any unauthorized modification or cancellation by Contractor shall constitute a material breach of the Contract and, at the Customer's option, cause the Order



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to be void. Customer liability for modifications or cancellation made after Offer acceptance shall be limited to the full cost of all non-recoverable expenses, including without limitation amounts actually paid or payable by Qwest to Manufacturers, caused by the modification, not to exceed the charges for products and services in the Order which would be payable had the order not been modified or cancelled by the Customer. Customers may cancel an Order due to Contractor's failure to perform in accordance with the Order notification, and/or the service level agreements contained in the Contract that are related to that Order. Cancellation for Contractor default on an Order shall limit Customer liability to the reoccurring and non-reoccurring costs already accepted and in use by Customer.

1.5. Billing and Payments

Contractor shall comply with the following billing and payment requirements.

1.5.1. Billing and Payment Periods

Within thirty (30) days of receipt and acceptance of products or services, the Contractor shall submit to the Customer a complete and accurate invoice for payment. In accordance with A.R.S. Titles 35 and 41, Customer payments shall be due to the Contractor within thirty (30) days upon receipt of an accurate and complete invoice.

1.5.2. Billing Address

Unless otherwise indicated in the Order, invoices shall be addressed to the Customer.

1.5.3. Billing Media

Qwest invoices are only available in hard copy paper format.

1.5.4. Billing Detail

Invoices submitted for payment shall contain the same description detail as provided in the Quote Form, at a minimum, shall identify all products and services, the unit price, units of quantity, extended price, service address or location of Service, and invoice total, for both paper and electronic media. .

1.5.5. Billing Pro-Rated Services

All Services billings shall be based on a pro-ration of the total monthly Services charge rate.

1.5.6. Billing Adjustments

Billing adjustments and/or revised invoices shall be documented in writing in accordance with the Billing Adjustments section of the Dispute Resolution process contained herein.

1.5.7. Billing Disputes

Billing disputes shall be addressed in accordance with the Billing Disputes section of the Dispute Resolution process contained herein. Contractor shall work with Customer, or their designee (which may be an approved Subcontractor), to automate the dispute process between Contractor and Customer authorized computer systems. Contractor shall provide a responsibility matrix identifying representatives, their phone number and email address, for questions and resolution of issues, including escalation of unresolved disputes.

1.5.8. Billing Agent

Contractor may use an Agent (designated herein as a Subcontractor) to prepare and submit invoices and receive Customer payments, on behalf of but in the Contractor's name. Contractor shall remain responsible for the accuracy and correctness of the invoices issued and payments collected by any billing Agent. If Contractor exercises this option, Contractor shall promptly notify Customer in writing of such arrangement for invoicing and collection, including name, mailing and street addresses, and telephone number for the firm and the individual person responsible for this function, and any changes thereto.

1.6. Nonconforming Tender

Materials or services supplied under this Contract shall materially comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not materially comply, which non-compliance is not cured within 30 days of



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notification will constitute a breach of contract and the State may terminate the Contract for default-exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it, all as subject to the limitations set forth in this Contract.

1.7. Dispute Resolution

1.7.1. Operation Dispute

Customers may submit a fully documented Contractor Performance Report (CPR) to the Procurement Officer. Documentation to accompany the CPR shall include the Contractor's acknowledgement and resolution plan (if applicable), and a statement confirming that the resolution plan was not met or an explanation why the resolution plan was not acceptable. CPRs and accompanying documentation will serve as a foundation to any further recourse in accordance with the Remedies provisions established herein. CPRs can be found at the following URL.

<http://www.azeps.az.gov/PoliciesDocuments/index.htm>

1.7.2. Billing Dispute Resolution

Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with billing issues under the Contract.

1.7.2.1. Billing Adjustments

Revised invoices or billing adjustments shall apply only to Contractor's Services that can be verified by the Customer, and requests for such adjustments must be submitted in writing to the Customer within 60 days of invoice delivery; shall reference the original invoice in which the error was made, and contain sufficient level of detail to make a reasonable determination of fact. Billing Adjustments, once determined to be fact, shall be documented in writing on all forms of billing, paper and electronic, in the next billing cycle.

1.7.2.2. Billing Disputes

Failure by Customer to pay any portion of or the entire invoiced amount based on Contractor billing errors or disputed charges shall not constitute default under this Contract. Customer will pay undisputed portions of disputed or incorrect invoices where Customer can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Customer. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties.

1.8. Administration

Contractor shall cooperate with the Procurement Officer in the administration of the Contract in accordance with the following requirements.

1.8.1. Contract File

Contractor shall cooperate with the Procurement Officer in the administration of the Contract, to create a record of Contractor performance to be documented and maintained within a Contract File. In addition to the Contract Document, including all terms, conditions and attachment requirements herein, the Contract File shall also include.

1.8.1.1. Solicitation Documents

Solicitation documents shall include the State's RFP as amended, the Contractor's Offer as revised, documentation of Discussions, and evaluation documents resulting in the formation of the Contract.

1.8.1.2. Contract Amendment Documents

Contract changes shall include all requests for changes, analysis and justifications for changes, any formal determinations or authorizations for changes and all Contract Amendments associated with each change or set of changes made to the Contract.



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1.8.1.3. Contract Correspondences

Contract correspondences shall include all relevant e-mails, letters, fliers, circulars and announcements from the State, Contractor, Customers or other interested parties regarding the Contract.

1.8.2. Usage Reports and Documents

Usage documentation shall include all reports, analysis, Customer surveys and applicable statistics regarding the consumption activity under the Contract. Contractor shall, on a quarterly basis and within thirty (30) days of the quarter's end, submit to the Procurement Officer a usage and service level report regarding the purchase of products and services, and the level of service performance provided under the Contract. The format, electronic and hard-copy, of all such reports shall be approved by the State and shall include the quantity and the dollar value of each Contract item by Customer and any further subdivisions within each as required by the State. If Usage Reports required herein are submitted more than thirty (30) days late, are incomplete, or are late or incomplete more than three (3) times throughout the Contract's term, the State may seek remedies available to it herein including Temporary Suspension, Stop Work Order or Termination for Default.

1.8.2.1. State Summary

Contractor's report shall include a summary of activity of all State Customers using the Contract, what they are purchasing and how much they are spending per product and/or service, and in aggregate.

1.8.2.2. Cooperative Member Summary

Contractor's report shall include summary of activity of all Cooperative Member Customers using the Contract, what they are purchasing and how much they are spending per product and/or service, and in aggregate.

1.8.2.3. Geographic Volumes

Contractor's report shall include a summary of activity of all Customers statewide by product and service, by geographic area, e.g., City any County

1.8.2.4. Compliance and Performance

Contractor's report shall include a summary of Contractor activities performance-related metrics demonstrating ongoing compliance with the terms and conditions and requirements of the Contract as well as satisfactory levels of customer satisfaction, complaint documentation and resolution, benefits realization and other issues and action items. Related documentation shall include any commendations, complaints, and all documents resulting from problem resolution activities.

1.8.2.5. Benefits Realization

Contractor's report shall include a summary of benefits realized by the State and its Customers through the continued utilization of the Contract. Benefits shall at a minimum include, savings from standard government rates aggregate for the Contract, for State Customers and for Cooperative Member Customers. Benefits may also include other value-added services, Customer incentives and examples of superior Customer support.

1.8.3. Performance Management

Contractor shall cooperate with the Procurement Officer in the administration of the Contract, to review performance indicators, to identify performance issues before, or promptly after, a problem occurs, and to address and resolve performance problems in a timely and responsible manner.

1.8.3.1. Annual and Semi-annual Meetings

Contractor shall, at least once annually and more frequently as required by the State, meet with the Procurement Officer and/or members of delegated representatives in the State's TPO, to review Contractor performance against the terms, conditions and requirements of the Contract.



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1.8.3.2. Issue and Problem Resolution

When an issue or problem requires notice and mitigation steps by the parties, the State and Contractor shall follow the same Dispute Resolution process as set forth herein. Depending on the severity of the issue or problem, the State may at its discretion, bypass the Dispute Resolution process herein and precede directly to the Remedies provisions of the Contract.

1.8.3.3. Responsibility Documentation

Contractor's past performance is a standard determinant of Offeror Responsibility in the award of Arizona State Contracts. Contractor performance, as documented in the Contract File, may positively or negatively effect future proposals submitted in response to solicitations conducted by the State of Arizona, its agencies, boards or commissions, as well as members of the State Purchasing Cooperative.

1.8.4. Amendments

Notwithstanding any other references hereto, the Contract may be modified only through a bilateral 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 State 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. The State may unilaterally amend and/or revise the Contract to update certain Attachments herein that apply to information subject to periodic changes that do not directly affect the Scope of the Contract such as but not limited to Contact Personnel and Eligible Customers. Contract amendments shall be effective as of the date of the executed amendment unless otherwise stipulated therein

1.8.4.1. Term Extensions

It shall be the State's option to unilaterally extend the Contract beyond this initial term for two (2) additional one (1) year terms, or any other shorter or longer periods, such that the total aggregate contract term does not exceed five (5) years in length. In the event the State exercises its option to extend the contract, all terms, conditions and provisions of the original contract shall remain the same and apply during the extended term.

1.8.4.2. Changes, Products and Services

The State, at its sole discretion may allow new products announced by manufactures represented on the Contract to be incorporated. The request may be submitted at any time during the Contract's term and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request: 1) A formal announcement from the Contractor stating that the product(s) are new and were not available at the time of Contract award; 2) Documentation from the manufacturer that cites the effected products by item number and description; 3) Documentation that provides clear evidence that the new products are those that are within an established contract group. No other products will be allowed; 4) Documentation that states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percents %) of list price as existing products. Approval shall be in the form of a Contract Amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all electronic and hard catalog/price list updates to all Customers at no additional cost to the State.

1.8.4.3. Price Adjustment

1. Decreases (Increases in Discount)

In accordance with R2-7-363(C)(1) and (2), the State may allow an increase of the percentage discount off of list price at any time during the contract's term.

2. Increases (Decrease in Discount)

In accordance with R2-7-363(C)(1) and (2), any decrease to discounts off the Manufacturer's published list price may be allowed by the State only after the Contract has been in place for at least one (1) year. Contractor shall submit all requests for such discount decreases in writing, electronic or hard copy formats.



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1.9. Remedies

1.9.1. Demand for Assurance

If the State has reason to believe that the Contractor does not intend to, is unable to perform or continue performing under this Contract, the Procurement Officer may issue a formal Demand for Assurance letter demanding 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 or other rights and remedies available by law or provided by the Contract.

1.9.2. Temporary Suspension

In addition to the rights reserved in the Contract, the State may temporarily suspend 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 usage reports, insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the temporary suspension and the reasons for it to the Contractor.

1.9.3. 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 there under.

1.9.4. 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.

1.9.5. Termination

1.9.5.1. Default

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 material term or condition of the Contract—The Procurement Officer shall provide written notice of the State's intent to terminate together with a description of the material breach to the Contractor and the Contractor shall have thirty (30) days to cure the breach. In the event of termination under this paragraph and to the extent considered work-made-for-hire, and subject to Sections 1.17 and 1.18 herein, documents, data and reports created by the Contractor under the Contract shall become the property of and be delivered to the State upon demand.

In the event of a material breach by the Contractor with respect to a particular Product or Service under the Contract, which is not cured within the 30 day cure period, Contractor shall be liable to the State for costs of cover incurred by the State in procuring a replacement product or service so long as the State: (1) procures a substantially similar product or service under the same terms and conditions as provided in the Contract, and (2) otherwise takes all reasonable steps to mitigate the amount of costs incurred.

1.9.5.2. Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may terminate 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 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.

1.9.5.3. 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



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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.

1.9.5.4. 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.

1.9.5.5. 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, except as set forth below. 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 and to the extent considered work-made-for-hire, and subject to Sections 1.17 and 1.18 herein, documents, data and reports created 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.

1.9.5.6. Availability of Funds

I. 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 accept a decrease in price offered by the Contractor, cancel the Contract or cancel the Contract and re-solicit the requirements.

II. 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.

1.9.5.7. Continuation of Performance beyond Expiration or Termination

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

I. Continuation of 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 to the extent required by 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.

II. Continuation of Orders

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.



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1.9.5.8. Arbitration

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

1.9.5.9. Non-Exclusive Remedies

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

1.10. Risk and Liabilities

1.10.1. Risk of Loss

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.

1.10.2. Indemnification

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 the negligent acts or omissions of Contractor. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions and Customers shall be responsible for their own negligence and conduct. Each party to this contract is responsible for its' own negligence.

1.10.3. Patent and Copyright

Qwest will defend and may settle, at its own expense, any third party claim or suit against the State alleging that any Qwest Products and Services furnished under this Contract when used in conformity with all instructions and documentation, infringe any valid United States patent, issued as of the Effective Date, or United States copyright. Qwest will also pay all damages and costs that by final judgment may be assessed against State due to such infringement. Qwest's obligations are expressly conditioned upon the following: (1) that State shall promptly notify Qwest in writing of any allegation or notice of alleged infringement; (2) that Qwest shall have sole control of the defense or settlement; (3) that State shall cooperate with Qwest in a reasonable way to facilitate the settlement or defense; and (4) that the action does not arise from modifications made by a party other than Qwest, or from incorrect use of or combinations of Products provided by Qwest with products provided State by others or transmission of customer supplied content, data, or other information which gives rise to the claim. If the Qwest Product becomes, or in Qwest's opinion is likely to become the subject of a claim of infringement, Qwest will, at its option: (1) procure for State the right to continue using the applicable Product; (2) replace or modify the Product to provide State with a non-infringing product that is functionally equivalent in all material respects; (3) or if (1) or (2) are not reasonably achievable by Qwest, remove the Product and refund State the price as amortized or depreciated by an equal annual amount over the lifetime of the product as determined by Qwest. Qwest's obligation to defend, settle and pay judgment regarding such an infringement claim shall not apply to systems, Services, Products, equipment or software not created or manufactured by Qwest, notwithstanding that such other provider or Manufacturer is engaged on Customer's behalf by Qwest TO THE EXTENT PERMISSABLE BY STATE LAW, THIS SUBSECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, AND THE ENTIRE OBLIGATION AND LIABILITY OF QWEST, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY PROPRIETARY RIGHTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER.

1.10.4. Force Majeure

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. Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; 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 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits. 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



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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. 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.

1.10.5. Third Party Antitrust Violations

Contractor shall assign 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.

1.10.6. Performance Bond

The contractor may be required to furnish an annually renewable performance bond to the State of Arizona, binding the contractor to provide faithful performance of the contract. This performance bond will be at the discretion of the project manager requesting and overseeing the task order once awarded and shall be effective for the duration of the specific task that was quoted. The project manager requesting the performance bond may set the bond value to any amount up to the value of the project or \$500,000, whichever is less. The security shall be a pass thru charge and must be quoted separately with each task quote to offer the project manager an option to accept or decline. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security, if required by the project manager, must be in the possession of the state within ten (10) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

1.10.7. Safety Standards

All supplies and/or services purchased under the Contract shall at a minimum comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards, as applicable.

1.10.8. Year 2000

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. 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.

1.10.9. Insurance

Contractor shall provide insurance and otherwise indemnify the State in accordance with the following requirements.

1.10.9.1. Insurance 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



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personal injury (including death), or loss or damage to tangible property caused, or alleged to be caused, in whole or in part, by and to the extent of 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 from and to the extent of the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims as specified herein. 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 to the extent such loss is caused by the negligent or willful act or omission of the Contractor.

1.10.9.2. 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 conjunction with the performance of the work due to the negligent acts or omissions by the Contractor, his agents, representatives, employees or subcontractors under this Contract. 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.

1.10.9.3. Minimum Commercial General Liability

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage as provided under ISO Form CG 0001 10 01 or equivalent.

General Aggregate	\$5,000,000
Products – Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed or equivalent 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 for damages for personal injury, bodily injury and property damage arising out of the activities performed by or on behalf of the Contractor under this Contract". 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 caused by and to the extent of Contractor's negligent acts or omissions arising from work performed by or on behalf of the Contractor under this Contract.

1.10.9.4. Minimum Automobile Liability

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

Combined Single Limit (CSL)	\$2,000,000
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The policy shall be endorsed or equivalent 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 for damages for personal injury, bodily injury and property damage arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".



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Minimum Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

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 caused by and to the extent of the negligent acts or omissions of Contractor and for those whom Contractor is responsible arising from work performed by or on behalf of the Contractor under this Contract. 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.

1.10.9.5. Minimum Professional Liability (Technology Errors and Omissions Liability)

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

Technology Errors and Omissions Liability Insurance, otherwise known as Professional Liability Insurance covering Contractor's liability for acts, errors, or omissions arising out of Contractor's operations or services with limits of \$1,000,000 and \$2,000,000 in the aggregate and providing coverage for amounts Contractor is legally required to pay as damages for covered losses that result from Contractor's electronic and information technology products or services that are caused by an actual or alleged error, omission or negligent act by the Contractor. 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. 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 caused by and to the extent of the negligent acts or omissions of Contractor arising from work performed by or on behalf of the Contractor under this Contract.

1.10.9.6. Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions. 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 limits of liability required by this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources but only for the actions of Contractor and for those whom Contractor is responsible. The fulfillment of the insurance obligations under this Contract shall not otherwise relieve the Contractor of any liability assumed under the indemnification provisions of this Contract.

1.10.9.7. 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 as is provided under standard ISO Forms CG 0001 10 01 and CA 0001 10 01 or in limits below the limits required under this Agreement except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Contract Administrator in the Enterprise Procurement Services Division of the State of Arizona Department of Administration.

1.10.9.8. 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.



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1.10.9.9. Subcontractors

Contractor shall require Subcontractor to furnish to the State of Arizona separate certificates and endorsements evidencing Subcontractor's insurance. If a Subcontractor is unable to so certify, Contractor shall provide the State with adequate protection. All coverages for subcontractors shall be subject to the minimum requirements identified above.

1.10.9.10. 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.

1.10.9.11. 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.

1.10.9.12. Verification of Coverage – Certificate of Insurance

Contractor shall furnish the State of Arizona with Certificate(s) of Insurance (ACORD form or equivalent approved by the State of Arizona which approval shall not be unreasonably withheld) 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 or by an insurance broker who issues the certificate. 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 the Contract Administrator in the Enterprise Procurement Services Division of the State of Arizona Department of Administration. 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 for review only at a mutually agreeable Contractor location in Phoenix, AZ. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

1.11. Quality

EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE A WARRANTY. Qwest is not responsible for any defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the Manufacturer or Qwest.

1.11.1. Warranty

Qwest will pass-through and assign to Customer all applicable warranties provided by the Manufacturer of the applicable Product to the Customer, or in the alternative will provide such other warranty(ies) as the Manufacturer may permit Qwest to offer to resale end-users. Such pass-through warranties and other warranties Qwest is permitted by Manufacturer to offer will be for at least one year at no additional charge to Customer. All Products purchased from Qwest are subject to the terms and conditions set forth in the Manufacturer's warranty, end-user license or agreement applicable to the Product, with no warranty of any kind from Qwest. Qwest disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Qwest is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Manufacturer for Products or Services provided directly by the Manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Manufacturer. All warranty coverage periods start on the date the Product is shipped from the manufacturer unless manufacturer warranty card included with Product states otherwise. Warranty claim support is provided at the discretion of Qwest and is subject to change without notice. UNDER NO CIRCUMSTANCE WILL QWEST'S SUPPORT OF ANY CUSTOMER WARRANTY CLAIM EXCEED THE SUPPORT OF ANY CUSTOMER WARRANTY CLAIM EXCEED THE



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SUPPORT, POLICIES, OR PROCESSES EXTENDED TO QWEST BY PRODUCT MANUFACTURER. Qwest will provide all warranties to Customer for all Products Qwest provides under this contract through Qwest's 24 hour CPE Repair and Maintenance center at 800-421-2271 for Voice and Video CPE and 800-227-2218 for Data CPE.

1.11.1.1. Liens

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

1.11.1.2. Fitness

Contractor warrants that any Material supplied to the State shall fully conform to all requirements of the Contract.

1.11.1.3. Inspection and Testing

The warranties set forth in subparagraphs 1.1. through 1.2. of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

1.12. Service Levels

The State and the Contractor may agree to some service level agreements ("SLAs") which do not give rise to liquidated damages upon service level non-performance. These service levels must nonetheless be measured, managed, and reported as set forth in the Contract as amended. Service level non-performance can also create material breach of the contract in the event of chronic, repeated failures. In the event that, during any consecutive thirty (30) day period, the contractor fails to perform any required service, or any defined vendor service level falls one (1) percentage point or more below the target levels for the affected service established as agreed upon by the contractor and the State upon negotiations which will be conducted by Contractor and State or Customer on an order by order basis, the contractor shall pay liquidated damages to the State, to compensate for the service level nonperformance. The amount of the liquidated damages ("SLA credits") and the target levels will be determined and set forth, if applicable, in final purchase order and will vary on the basis of the relative importance of the applicable required service or service level and per the negotiations between Contractor and State or Customer.

1.12.1. Service Level Nonperformance – Liquidated and Other Damages

The State and the Contractor may agree to some service level standards which do not give rise to liquidated damages upon service level non-performance. These service levels must nonetheless be measured, managed, and reported as set forth in the Contract as amended. Service level non-performance can also create material breach of the contract in the event of chronic, repeated failures. In the event that, during any consecutive thirty (30) day period, the contractor fails to perform any required service, or any defined vendor service level falls one (1) percentage point or more below the target levels established as agreed upon by the contractor and the State, the contractor shall pay liquidated damages to the State, to compensate for the service level nonperformance. The amount of the liquidated damages will be determined based upon a formula to be set forth in the final definitive contract and will vary on the basis of the relative importance of the applicable required service or service level, and shall be a reasonable estimate of the damages incurred by the State due to the service level nonperformance.

1.12.2. Service Level Nonperformance – Root Cause Analysis and Remediation

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service agreements as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The Contractor shall supply documentation of the analysis and the remediation steps to the affected Customer. The affected Customer shall have the right to review the analysis and approve the remediation steps including the schedule prior to or subsequent to their implementation, as deemed appropriate by the affected Customer.

1.12.3. 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.



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1.13. General

1.13.1. Notices

Notices between the State and Contractor regarding the Contract, shall occur between the Procurement Officer and the Contractor's Contract Contact Person as designated herein Offer Form – Key Personnel, as revised.

1.13.2. Manufacturer Full-line Evidence

The State may at any time during the solicitation or after Contract award require evidence that the Vendor is authorized to sell and distribute the full line of products offered by any manufacturer the Vendor is Offering or awarded. This evidence may include a letter from the manufacturer verifying the Vendor's full line authorization.

1.13.3. Key Personnel

Contractor shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the Contract. Contractor 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 written notice to the State. If Contractor's Key Personnel are removed or replaced during the Term, Contractor shall make reasonable efforts to facilitate a smooth transition and shall replace such Key Personnel with personnel who are equally qualified to perform the functions required by such Key Personnel under this Agreement. As requested by the State, Contractor 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.

It is Qwest's goal to provide the State with a consistent on-going Account Team with as little turnover as possible and we will make every reasonable effort to maintain your Account Team. Qwest is open to a request from the State to make a change to the Account Team.

Qwest asks to provide notice to the State as opposed to approval of the State if an employee is removed and or replaced. It is the employee's prerogative and outside of Qwest's control should an employee wish to leave the Account Team. Therefore the State's approval or disapproval would likely have no impact on the employee's decision to leave the Account Team. Qwest will provide as much advance notice as possible to the State in the event of a change to the Account Team, including the requested details above.

1.13.4. Subcontracts and Subcontractors

1.13.4.1. Approval Process

Contractor shall not enter into any Subcontract for the performance of the Contract without the advance written approval of the State. If the Contractor adds a Subcontractor, the Contractor 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.

1.13.4.2. Limitation of Products

Subcontractors shall only be available to sell products that the Contractor has been awarded unless otherwise authorized in writing by the Procurement Officer.

1.13.5. Assignments and Delegations

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

1.13.6. Records

In accordance with 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.



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1.13.7. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the Contractor.

1.13.8. 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, shall be subject to background checks.

1.13.9. Audit

In accordance with 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.

1.13.10. Facilities Inspection and Materials Testing

Contractor agrees to permit access to its facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The inspector must be escorted by a Qwest employee to inspect any Qwest owned facilities for security purposes. 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.

1.13.11. Confidentiality (End-users)

Notwithstanding aggregate usage statistics used for reporting purposes, Contractor shall keep confidential all information concerning individual end-users. Contractor shall not, under any conditions, resell, transfer or convey information about end-users to any third party, except as required and only to the extent necessary in its performance hereunder or as allowed under applicable law or regulation. Contractor shall not retain or reuse information about the end-users, except as required in its performance hereunder and only to the extent necessary or as allowed under applicable law or regulation.

1.13.12. Confidentiality of Records

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, including information contained in its records obtained from the State or others, necessary for contract performance. Persons requesting such information shall be referred to the State. 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. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

1.13.13. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

1.13.14. Advertising and Promotion of Contract

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



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1.13.15. Non-discrimination

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.

1.13.16. 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 licenses and permit requirements.

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2. Scope of Work

The State of Arizona, its agencies, boards and commissions (State) as well as participating members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various Products and Services as described herein. The purpose of the Solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract or contracts from which the State and its Cooperative members may acquire these Products and Services.

2.1. Background

The State currently holds separate contracts for Local & Wide Area Network Equipment (AD000187), Internet Firewall and URL Filtering Software (AD010226), Small Telephone Systems (AD000033), and Fixed Wireless Systems and Related Services (AD020020). Each of these contracts established a minimum set of product-specific, standards-based technology requirements and specifications for manufacturer's equipment to be included under a contract award. Awarded contractors were permitted to propose multiple manufacturer's products and services. During the contract term of these contracts, some products and services have become obsolete, products and services have changed, and overlap of products and services has evolved as manufacturer's expanded and enhanced their offerings.

2.2. Objectives

2.2.1. Products and Services

The State desires to consolidate contracts for what has been traditionally referred to as Local & Wide Area Network Equipment, Internet Firewall and URL Filtering Software, Small Telephone Systems, and certain unlicensed Fixed Wireless Systems. The State acknowledges that the networking/telecommunications industry and its suppliers is changing rapidly, and as such desires to establish manufacturer-based contracts for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services to include all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints, rather than product-specific technology requirements, allowing for flexibility to accommodate open-standards-based products, new technologies, and next generation networks.

2.2.2. Management

The State intends to consider Value-Added-Reseller, distributor, as well as manufacturer-direct proposals and may award multiple manufacturer offerings to a successful Value-Added-Reseller and/or distributor. The State desires to obtain vendors who represent multiple manufacturers as well as vendors who represent manufacturers that product specialize products.

2.2.3. Technology

To proactively embrace the changing networking/telecommunications industry, the evolution and improvement of network-based, network-embedded products and services, the expanding importance of networks and connectivity relative to the effective and efficient delivery of government services, and the State's goal of convergence, it is in the State's best interest to establish manufacturer-based contracts rather than contracts that are product-specific, point-in-time technology-based. In reference to the desire for improved flexibility and new technologies described above, the State has adopted industry-wide, open standards and best practices where possible as well as moving towards Internet Protocol (IP) standards, services, and convergence. These standards have been incorporated into Statewide Policies, Standards and technology roadmaps, maintained by the Government Information Technology Agency (GITA). Where possible, the State intends to require evaluations of compliance with accepted standards for the products and services provided by a manufacturer under this contract. Products and services that are certified as compliant with adopted Industry and statewide standards will be granted a greater degree of flexibility as to how they are listed on and provided for under the contract.

2.2.4. E-Rate Compliant:

An objective of this contract is that it be E-Rate compliant and to cohere to all requirements that this compliance entails

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2.3. Scope

2.3.1. Objectives:

The Objectives for this section are to provide for:

- Value-Added-Reseller, distributor, as well as manufacturer-direct proposals
- Network-based, Network-embedded Manufacturer products and services used with both converged and traditional-separate voice, data, and multimedia networks to securely transport/receive information (voice, data, multimedia), rather than specifying product-specific, technology requirements
- Flexible products and services that will evolve to include changing technologies and fully utilize next generation networks
- Products and services that embrace and support the converged network architecture of the State

2.3.2. Scope of Products and Services:

The Scope for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this contract includes all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints. This scope does not include products and services primarily designed to store or process (compute) data, such as mass storage devices, general-purpose servers, midrange or mainframe computer systems, as well as consumer electronic hardware and component parts and accessories.

The Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract include (1) the actual manufacturer's product or service and all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, integration, and implementation, including engineering analysis, design and configuration, of the manufacturer's product or service, (2) the software and/or hardware maintenance of the manufacturer's product or service, (3) ancillary services in conjunction with the implementation, or extension of a manufacturer's product. Offerors shall make available a complete family or line of business of a manufacturer's products at a "single percentage-of-list-price." Offerors shall make available a similar "single percentage-of-list-price" for hardware/software maintenance within a complete family or line of business of a manufacturer's products.

2.3.3. Specific items included:

The following Data, Voice, and Multimedia Network-based, Network-embedded Products and Services, previously defined and available under the following contracts, are specifically included in this procurement are:

- Networking products and services, such as routers, gateways, switches, modems, CSU/DSU, access devices and servers, concentrators, network-embedded security solutions, caching and content management devices
- Network firewalls, filtering software, and security solutions
- Network Management Products such as management, monitoring, testing, analyzing, and traffic-simulating equipment
- Wireless Products such as IEEE 802.11x (Wireless Local Area Network (WLAN)), IEEE 802.15 (Wireless Personal Area Network (WPAN)), IEEE 802.16 (Wireless Metropolitan Area Network (WMAN)), and Fixed Wireless Equipment and related services, such as access points, transfer points, and controllers, other than microwave, radio, or television antennas and towers, microwave or radio frequency core equipment, designed to receive/transmit data.



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- Video and Audio conferencing equipment, other than audio and visual presentation and composing equipment and consumer electronics, designed to transmit multimedia data
- Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call accounting, and the associated end-user telephone devices, other than mobile telephones, two-way radios, PDA's, etc., and
- Telephony management, monitoring, testing, analyzing, and traffic-simulating equipment
- Services used in conjunction with the design and analysis, configuration, implementation, installation, training, maintenance, and support of Data, Voice, and Multimedia Network-based, Network-embedded Products and Services

2.3.4. Items not included:

- The following items specifically are not included in this procurement:
- Building Wiring Systems (BWS) and structured cabling systems
- Microcomputer Hardware, Software and Related Services including desktop PC-based firewall and virtual private network (VPN) client-only products and services
- Fixed Wireless Systems and Related Services such as point-to-point and multi-point radios, cabling, antennas, towers, power, frequency coordination, licensing, etc.
- UNIX Workstations & Servers, general purpose
- Disaster Recovery Services
- Value-Added-Software not specifically designed to support and secure the transport of data (as defined above)
- Radio related Products and Services, including Public Safety Communication Equipment, 2-way radios, 900MHz Digital Microwave Radio Systems, and Digital Microwave Radio Equipment
- Wireless Services (Cellular, Data, PDA'S, Pagers)
- Disk Data Storage Hardware, including Network Attached Storage and Storage Area Network
- General Information Technology Research & Advisory Service and IT Consultant Services
- Video and Audio Products, such as audio and visual presentation and composing equipment, cameras, monitors, VCRs and consumer electronics
- Carrier Services, both regulated and unregulated

2.3.5. Usage:

This contract includes Data, Voice, and Multimedia Network-based, Network-embedded Products and Services, defined herein, used by the 3 branches of State government and all Political Subdivisions (including the State's Universities, Community Colleges, K-12 School Districts, Counties, Cities, libraries, etc). Executive Branch entities are required to purchase Data, Voice, and Multimedia Network-based, Network-embedded Products and Services via the resulting Contract(s). All other entities may but are not required to purchase their Data, Voice, and Multimedia Network-based, Network-embedded Products and Services needs via the resulting Contract(s).



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3. Pricing

3.1. Products

The “Percent of List Price” shall apply to all products specified in the manufacturer catalog excluding products outside the scope of this solicitation. To determine the State’s price for any product, multiply the “Percent of List Price” to the list price. For example, if the “Percent of List Price” is 60% and the list price for the product is \$100, the State’s price would be \$60 (60%*100).

3Com – 77% of List

Cisco – 59.5% of List

D-Link – 70% of List

Hewlett-Packard – 63% of List

Netgear – 63% of List

Nortel – 62% of List

SonicWall – 67% of List

Tipping Point – 87% of List

WatchGuard – 70% of List

3.2. Hourly Services

Service	\$ Rate Per Hour		Response Time (hrs)	
	Urban	Rural	Urban	Rural
Design and analysis	95.00	104.50	4	8
Configuration	75.00	82.50	4	8
Implementation	65.00	71.50	4	8
Installation	65.00	71.50	4	8
Training	50.00	55.00	4	8
Maintenance	65.00	71.50	4	8
Support of Data	65.00	71.50	4	8
Support of Voice	65.00	71.50	4	8
Support of Multimedia Network-based, Network-embedded Products	75.00	82.50	4	8

3.2.1. Manufacturers Represented

List out the manufacturer product lines this offer shall provide services for.

Insight is offering the above services for Cisco, HP and 3Com brands.

3.2.2. Maintenance Options

Maintenance programs for installed hardware and software are available from Insight on a prepaid basis at the rates outlined above. Maintenance for hardware and software can be decoupled. This service is described below.

As part of the service plan option, Insight will provide second level troubleshooting support of hardware and system software as outlined in a discovery and requirements document and located at specified locations outlined in the support contract with the client, utilizing trained and certified second level consultants that have significant experience in providing a wide range of infrastructure support. Insight’s support service delivers the following:



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- Pager access (via a tech support line) to the named and knowledgeable support consultant familiar with the client environment
- 24x7 phone support for a contract term for the determined sites / locations
- Two (2) hour call back response time (measured from the time the page is received)
- Experienced remote troubleshooting and configuration skills
- Insight will put forth continuous effort to provide timely onsite support if necessary (process for dispatch of onsite support outlined in support contract)
- Regularly scheduled site visit to provide critical patch and or upgrades as recommended by manufacturer, a report on system health and upkeep as well as recommendations on potential upgrades, version releases or performance enhances.

As part of the service plan option, Insight also provides proactive critical patch and application level health checks of hardware and system software as outlined in a discovery and requirements document and located at specified locations outlined in the support contract with the client. Insight's support service delivers the following:

- Regularly scheduled site visit to provide critical patch and or upgrades as recommended by manufacturer.
- A report on system health and upkeep.
- Recommendations on potential upgrades, version releases or performance enhancements.

This support service is a comprehensive reactive and proactive support offering for tier 2, tier 3 and ongoing maintenance of networking, switching, routing and IP communications systems and related sub-systems designed for maximum up-time and client return on investment in these technologies.

3.3. Annual Services

3.3.1. 3COM

3.3.1.1. Description of Annual Service Plan

3Com's GuardianSM service is a comprehensive on-site support or ExpressSM service for advance hardware replacement. Both maintenance service plans include help with technical queries, software upgrades, and web-based support tools. Software Upgrades Service is a standalone service that provides access to incremental software functionality provided by new software releases (limitations apply).

3Com® Guardian Service:

This extended warranty service offers a choice of response times for on-site assistance and hardware replacement. Telephone technical support engineers promptly answer your questions. One predictable annual fee includes download of software upgrades (limitations apply) and access to Web-based troubleshooting and status tools.

3Com® Express Service:

This extended warranty service offers a choice of response times for advance hardware replacement. Telephone technical support engineers promptly answer your questions. One predictable annual fee includes download of software upgrades (limitations apply). Includes software upgrades that are not available from 3Com as a separately orderable product.

Software Upgrades Service:

Software Upgrades extended warranty service includes feature enhancements, incremental functionality, maintenance and bug fixes for each 3Com product you purchase. The standalone Software Upgrades offering, as well as software upgrades included in 3Com's bundled Express and Guardian extended warranty packages, enable you to take advantage of incremental software functionality provided by new software releases. It does not include software that is released by 3Com as a separately ordered product.

Software Application Support Service:

For customers with 3Com software applications this service provides the assistance they need to ensure ongoing system performance and stability. This responsive service provides easy access to 24x7 telephone technical support, bug fixes, software upgrades, and 3Com web services.



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3Com also offers a wide range of service packages in 8x5, 24x7 and 24x7x4 options.

3.3.1.2. Percent of Manufacturer List Price

84%

3.3.1.3. Is the Annual Service Plan for maintenance performed by software? If so, indicate if the software is a product of the manufacturer or the vendor.

The annual service plans are offered as both software and hardware warranty programs outlined in the Annual service plan materials provided above. Service Plans outlined above that can be performed by software are a 3Com product.

Insight has provided as an attachment to our response a 3Com Services MSRP Price List for your review.

3.3.2. Cisco Systems

3.3.2.1. Description of Annual Service Plan

Cisco Systems is the market leader in integrated service offerings providing an array of solutions to meet client needs ranging from phone-based support to onsite technicians through a variety of support options. Insight is proud to partner with Cisco Systems in offering both Insight's service plan as outlined in the Hourly Services Offering as well as Cisco's manufacturer based warranty support plan's outlined in the matrix below. The combination of these programs ensures business and support continuity that is critical to the success of any operation and the return on the investment in communications technologies.

Key Features at a Glance						
Product	Assistance Center (TAC) Telephone Hotline	Cisco.com Web Support	Software Upgrades	Hardware Replacement (Without Engineer)	Engineer Onsite	Equipment Covered
SMARTnet	Unlimited	Full Access	OS	Next Business Day 4 hours, 5 or 7 Days a Week 2 Hours 7 Days a Week	No	All
SMARTnet Onsite	Unlimited	Full Access	OS	Next Business Day 4 hours, 5 or 7 Days a Week 2 Hours 7 Days a Week	Next Business Day 4 hours, 5 or 7 Days a Week 2 Hours 7 Days a Week	All
SMB Support Assistant	Within 1 Business Day from SMB TAC	SMB Support Assistant Portal	OS Minor Software Updates	Next Business Day or Same Day Ship Where Available	No	Limited
Software Application Support (SAS)	Unlimited	Full Access	Minor Releases	Not Applicable	Not Applicable	Not Applicable
Software Application Support Plus Upgrades (SASU)	Unlimited	Full Access	Major Releases	Not Applicable	Not Applicable	Not Applicable

3.3.2.2. Percent of Manufacturer List Price

79.5%



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3.3.2.3. Is the Annual Service Plan for maintenance performed by software? If so, indicate if the software is a product of the manufacturer or the vendor.

The annual service plans are offered as both software and hardware warranty programs outlined in the Annual service plan materials provided above. Service Plans outlined above that can be performed by software are a Cisco product.

Per the Cisco representative, all vendors were to use the full Cisco price list as the submitted price list. This price list includes the Smartnet and other service plan part numbers. Upon award or short-listing, Insight will work with Cisco to separate the hardware and services sku's for easier review.

3.3.3. D-Link

3.3.3.1. Description of Annual Service Plan

D-Link® Network Services programs offer smart and affordable protection of your networking infrastructure investment. Adding turnkey maintenance services to your D-Link hardware purchase adds unmatched value over competitive offerings. With most feature-for-feature product comparisons, the total cost of ownership of D-Link hardware with Network Services protection is still much less than competitor's unprotected hardware costs alone.

Flexible Program Options

D-Link hardware maintenance solutions are available in a variety of service plans, coverage options and pricing plans. Choose the coverage and response time options that fit the individual business requirements. Select from the available options:

- 24 x 7 x 4 Onsite - Around the clock telephone access along with a 4 hour onsite response for product replacement delivery.
- 9 x 5 x Next Business Day Onsite - Business hour telephone access along with a next business day onsite response for product replacement delivery.
- 9 x 5 x Next Business Day Advanced Hardware Replacement - Business hour telephone access along with a next business day door-to-door delivery of replacement parts and equipment.
- 24 x 7 x 365 Help Desk - Around the clock telephone access to D-Link service representatives eager to help and empowered to act.

3.3.3.2. Percent of Manufacturer List Price

75%

3.3.3.3. Is the Annual Service Plan for maintenance performed by software? If so, indicate if the software is a product of the manufacturer or the vendor.

The annual service plans are offered as both software and hardware warranty programs outlined in the Annual service plan materials provided above. Service Plans outlined above that can be performed by software are a D-Link product.

Insight has provided as an attachment to our response a D-Link Services Price List for your review.

3.3.4. Hewlett-Packard

3.3.4.1. Description of Annual Service Plan

HP provides a range of Warranty based services to protect your network infrastructure investment included under the menu of HP Care Pack services. These packaged services are designed to augment the coverage offered by Insight's own service plan and are supported by ProCurve Networking's industry-leading warranty. HP Care Packs for ProCurve products let you choose support levels that meet your business requirements from the menu described below:

Next Business Day:



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- Remote problem diagnosis and support - HP Services uses electronic remote support tools to isolate your problem and facilitate resolution.
- Next business day onsite response - For issues that cannot be resolved remotely, an authorized HP Services representative arrives at your site the next day after your call has been logged and for which you have a contracted service window. HP Services returns your ProCurve Networking product(s) to operational condition, repairing or replacing components or entire units as necessary. Your coverage includes all required parts and materials.
- Coverage window options
 - Standard business hours, standard business days: Service is available 8:00 am - 5:00 pm, Monday through Friday, excluding holidays.
 - Extended business hours, standard business days: Service is available 8:00 am - 9:00 pm, Monday through Friday, excluding holidays.
 - 24x7: Service is available round-the-clock, including all holidays
- Travel zones - All response times apply only if your site is located within 100 miles (160 km) of your primary HP Support Responsible Office. Travel to sites located within 200 miles (320 km) of your primary HP Support Responsible Office is provided at no additional charge. If your site is more than 200 miles (320 km) from the primary HP Support Responsible Office, you will be charged for travel based on the distance to your location.
- Travel zones and charges may vary in some geographic locations.
- Response times to sites located more than 100 miles (160 km) from a primary HP Support Responsible Office will have modified response times for extended travel.

4-Hour Same Day:

- Remote problem diagnosis and support - HP Services uses electronic remote support tools to isolate your problem and facilitate resolution.
- 4-hour onsite response - For issues that cannot be resolved remotely, an authorized HP Services representative arrives at your site within 4 hours after your call has been logged, if this time falls within your contracted service window. HP Services returns your covered hardware to operational condition, repairing or replacing components or entire units as necessary. Your coverage includes all required parts and materials.
- Coverage window options
 - Standard business hours, standard business days: Service is available 8:00 am - 5:00 pm, Monday through Friday, excluding holidays.
 - Extended business hours, standard business days: Service is available 8:00 am - 9:00 pm, Monday through Friday, excluding holidays.
 - 24x7: Service is available round-the-clock, including all holidays
- Travel zones - All response times apply only if your site is located within 100 miles (160 km) of your primary HP Support Responsible Office. Travel to sites located within 200 miles (320 km) of your primary HP Support Responsible Office is provided at no additional charge. If your site is more than 200 miles (320 km) from the primary HP Support Responsible Office, you will be charged for travel based on the distance to your location.
- Travel zones and charges may vary in some geographic locations.
- Response times to sites located more than 100 miles (160 km) from a primary HP Support Responsible Office will have modified response times for extended travel.

4-Hour 24X7 Same Day:

- Remote problem diagnosis and support - HP Services uses electronic remote support tools to isolate your problem and facilitate resolution.
- 4-hour onsite response 24x7x365 - For issues that cannot be resolved remotely, an authorized HP Services representative arrives at your site within 4 hours after your call has been logged. Service is available around-the-clock every day, including all holidays. HP Services returns your covered hardware to operational condition, repairing or replacing components or entire units as necessary. Your coverage includes all required parts and materials.
- Travel zones - All response times apply only if your site is located within 100 miles (160 km) of your primary HP Support Responsible Office. Travel to sites located within 200 miles (320 km) of your primary HP Support Responsible Office is provided at no additional charge. If your site is more than 200 miles (320 km) from the primary HP Support Responsible Office, you will be charged for travel based on the distance to your location.
- Travel zones and charges may vary in some geographic locations.
- Response times to sites located more than 100 miles (160 km) from a primary HP Support Responsible Office will have modified response times for extended travel.



Pricing

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6-Hour call-to-repair:

- Remote problem diagnosis and support - HP Services uses electronic remote support tools to isolate your problem and facilitate resolution.
- Onsite hardware support - For critical issues that cannot be resolved remotely, an HP-certified customer engineer is sent to your site to return your covered hardware to operational condition, repairing or replacing components or entire units as necessary. Your coverage includes all required parts and materials.
- 6-hour repair-time commitment - HP commits to correcting hardware malfunctions in less than 6 hours from your initial call to the HP Response Center; available up to 50 miles (80km) from a primary HP support office (8-hour commitment for systems located within 51-100 miles (81-160km) of a primary HP support office).
- Round-the-clock coverage - Service is available 24x7x365.
- Travel zones - HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office an eight-hour hardware call-to-repair time commitment is provided.
- Travel zones may vary in some geographic locations.

Software Support:

24X7 technical support:

- 24x7x365 access to technical resources - Connect with HP Response Center engineers via telephone, electronic communication, or FAX for assistance in resolving software implementation or operations problems. Service is available around the clock every day, including all holidays.
- Problem analysis and resolution - HP Services provides corrective support to resolve identifiable and reproducible software product problems, and to help you identify problems that are difficult to reproduce. You can also receive assistance in trouble-shooting problems and setting configuration parameters.
- Software features and operational support - HP provides information on the latest product features and known problems and solutions, plus operational advice and assistance.
- Escalation management - Established escalation procedures enlist specialized expertise from HP and selected third-parties.
- Electronic software information - Access HP's electronic support facility for software patches, a symptom-solution database, product descriptions, specifications, technical literature, and more.

Premium hardware/software services:

Support Plus:

- Telephone software support - An HP Networking Response Center engineer provides problem-analysis and problem-resolution support within 2 hours after your call is logged. The Center also offers help with trouble-shooting problems and setting configuration parameters, as well as usage assistance for applications, operating systems, and utilities.
- 4-hour response onsite hardware support - For issues that cannot be resolved remotely, HP Services delivers onsite technical support to return your covered hardware products to operational condition, repairing or replacing components or entire units as necessary. An HP authorized representative arrives at your site within 4 hours after your call is logged. Your coverage includes all required parts and materials.
- Extended business hours coverage - Onsite and remote services are available 8:00 am - 9:00 pm, Monday through Friday, excluding holidays. Calls received outside this service window will be logged on the next standard business day.
- Travel zones - All response times apply only if your site is located within 100 miles (160 km) of your primary HP Support Responsible Office. Travel to sites located within 200 miles (320 km) of your primary HP Support Responsible Office is provided at no additional charge. If your site is more than 200 miles (320 km) from the primary HP Support Responsible Office, you will be charged for travel based on the distance to your location.
- Travel zones and charges may vary in some geographic locations.
- Response times to sites located more than 100 miles (160 km) from a primary HP Support Responsible Office will have modified response times for extended travel:

Support Plus 24:

- Telephone software support - An HP Response Center engineer provides problem-analysis and problem-resolution support within 2 hours after your call is logged. The Center also offers help with trouble-shooting problems and setting configuration parameters, as well as usage assistance for applications, operating systems, and utilities.



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- 4-hour response onsite hardware support - For issues that cannot be resolved remotely, HP Services delivers onsite technical support to return your covered hardware products to operational condition, repairing or replacing components or entire units as necessary. An HP authorized representative arrives at your site within 4 hours after your call is logged. Your coverage includes all required parts and materials.
- 24x7x365 coverage - Onsite and remote services are available around the clock, including all holidays.
- Travel zones - All response times apply only if your site is located within 100 miles (160 km) of your primary HP Support Responsible Office. Travel to sites located within 200 miles (320 km) of your primary HP Support Responsible Office is provided at no additional charge. If your site is more than 200 miles (320 km) from the primary HP Support Responsible Office, you will be charged for travel based on the distance to your location.
- Travel zones and charges may vary in some geographic locations.
- Response times to sites located more than 100 miles (160 km) from a primary HP Support Responsible Office will have modified response times for extended travel:

Proactive 24 Service:

Service level management

- Assigned account manager
- Account support plan
- Onsite support planning meetings
- Quarterly activity reviews
- One HP technical service engagement for selected hardware environments

Availability management

- Site environmental survey
- System healthcheck assessment for your central server

Configuration, change, and release management

- Semi-annual operating systems patch analysis and management
- Semi-annual firmware updates and micro-code recommendations
- Remote monitoring for event notification

Incident and problem management

- 24x7 coverage
- 2-hour callback on software issues
- Phone number for problem resolution
- 4-hour onsite response for hardware

Travel zones - All response times apply only if your site is located within 100 miles (160 km) of your primary HP Support Responsible Office. Travel to sites located within 200 miles (320 km) of your primary HP Support Responsible Office is provided at no additional charge. If your site is more than 200 miles (320 km) from the primary HP Support Responsible Office, you will be charged for travel based on the distance to your location.

Travel zones and charges may vary in some geographic locations.

Response times to sites located more than 100 miles (160 km) from a primary HP Support Responsible Office will have modified response times for extended travel.

HP Contractual Support Services

HP Services' newly integrated portfolio for your ProCurve Networking by HP products includes both HP Care Pack packaged services as well as HP contractual support services.

Contractual support services provide ProCurve customers with the ultimate in service portfolio choice and flexibility, including mission critical services, wireless LAN services, and multi-vendor networking services.

3.3.4.2. Percent of Manufacturer List Price

88%

	<h2 style="margin: 0;">Pricing</h2> <p style="margin: 0;">Contract No.: EPS060043-28-A4 Vendor: Insight Public Sector, Inc.</p>	<p style="margin: 0;">State of Arizona State Procurement Office 100 N 15th Ave., Suite 104 Phoenix, AZ 85007</p>
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3.3.4.3. Is the Annual Service Plan for maintenance performed by software? If so, indicate if the software is a product of the manufacturer or the vendor.

The annual service plans are offered as both software and hardware warranty programs outlined in the Annual service plan materials provided above. Service Plans outlined above that can be performed by software are an HP product.

3.3.5. Nortel Networks

3.3.5.1. Description of Annual Service Plan

With a Nortel Technical Support and Repair Services agreement, you are provided with easy access to the technical and hardware support necessary to enable your network to continue to deliver full value to you and your customers, and at a predictable, competitive and affordable price.

Nortel Technical Support Services includes Emergency Recovery – a 24x7x365 emergency response technical support service you can call on for immediate and continuous assistance on critical service-affecting issues. Nortel uses streamlined processes to connect you quickly and reliability to the Emergency Recovery technical experts.

Nortel Repair Services are designed to make your network hardware repairs quick and easy. If you experience a hardware fault involving a Field Replaceable Unit (FRU), you simply exchange the faulty FRU with a replacement from your own spare parts inventory and return the defective FRU to Nortel.

Key Features:

- Protection of critical revenue stream infrastructure
- Dependable and efficient remote technical support
- Flexible hardware repair service level options
- Reduced risk of network downtime and customer affecting outages
- Network infrastructure investment protection

To keep your network and business-critical systems powering on at high performance, Nortel Software Services provide for ongoing access to the latest releases and upgrades to network operational and applications software. Offered in conjunction with Nortel Technical Support and Repair Services, Software Services help you to ensure that your software is kept current with regular and periodic upgrades – not just implemented as ‘workarounds’ and software patches, but integrated into the overall network design to improve system functionality and robustness.

Key Features:

- Up-to-date operational and applications software
- Increased network supportability and dependability
- Regular advances in network functionality
- Access to expert assistance and guidance
- Lower cost of ownership and improved software cost control

A key factor in maintaining your network performance and reliability is having the right spare parts available when and where they’re needed, and with minimal delay.

Managing your own dedicated spare parts inventory may not suit your particular business case. You may have numerous sites in diverse locations, each with differing requirements for spares. Or you may simply choose not to invest time and resources in establishing procedures to store, manage, and distribute spare parts, as well as hire and train technical staff for the on-site replacement of faulty hardware components.



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Nortel Managed Spares Service allows you to place inventory ownership and management responsibility in our hands. In case of a Field Replaceable Unit (FRU) hardware failure, you contact us to request a replacement and we'll arrange to deliver a replacement to any site covered by the Managed Spares Agreement that you purchase.

Nortel Managed On-Site with Spares Service is an option that takes the Managed Spares Services one step further, by having a Nortel field technician dispatched to arrive along with the replacement FRU at your premises to perform the physical FRU component exchange for you.

SERVICES AVAILABLE

- Spares inventory
- Nortel Managed Spares call center support 24X7 (logistics coordination)
- Spares warehousing and inventory management
- Replacement FRU dispatch and delivery
- Defective FRU return process
- Escalation management and mitigation
- Contract administration

Key Features:

- Reduced CAPEX for inventory management
- Eliminates dedicated spares inventory
- No financing of non-revenue generating spares inventory required
- No inventory management tools, storage cabinets and warehousing
- Guaranteed delivery of replacement parts
- Provides inventory planning, administration, tacking, baseline control and delivery

NORTEL ENHANCED TECHNICAL SUPPORT

Today's converged networks present unique service challenges. As disparate network environments and applications become one, many customers ask, how can I realize the same level of performance, security and reliability from my new converged environment that I had with my traditional voice network?

Furthermore, with applications and networks becoming more complex, customers need to be assured that Nortel and the customer's Nortel Channel Partner are working closely together to provide customers with the streamline and coordinated service delivery to support their new environment demands? Nortel understands these new service demands, and we understand that converged network environments are critical to their business success.

Nortel's Enhanced Technical Support Service is designed to complement the customer's existing maintenance program delivered by their Nortel Channel Partner and to address the additional challenges associated with convergence. The goals of the Nortel Enhanced Technical Support Services are to work with the Nortel Channel Partner to deliver services that will drive increased network availability and efficiency while reducing the quantity and severity of network issues. The Nortel Enhanced Technical Support service includes:

- Software performance audits
- Priority response to network outages
- Access to online support center
- Direct access to Nortel Service Advisors

3.3.5.2. Percent of Manufacturer List Price

95%

3.3.5.3. Is the Annual Service Plan for maintenance performed by software? If so, indicate if the software is a product of the manufacturer or the vendor.

	<h2 style="margin: 0;">Pricing</h2> <p style="margin: 0;">Contract No.: EPS060043-28-A4 Vendor: Insight Public Sector, Inc.</p>	<p style="margin: 0;">State of Arizona State Procurement Office 100 N 15th Ave., Suite 104 Phoenix, AZ 85007</p>
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The annual service plans are offered as both software and hardware warranty programs outlined in the Annual service plan materials provided above. Service Plans outlined above that can be performed by software are a Nortel product.

Insight has provided as an attachment to our response a Nortel Services Price List for your review.

3.3.6. Tipping Point, a division of 3Com

3.3.6.1. Description of Annual Service Plan

Tipping Point offers a variety of annual and 3-year maintenance plans for their products, as well as Vaccine Gold or Digital Vaccine with maintenance for the X505.

3.3.6.2. Percent of Manufacturer List Price

95%

3.3.6.3. Is the Annual Service Plan for maintenance performed by software? If so, indicate if the software is a product of the manufacturer or the vendor.

The annual service plans are offered as both software and hardware warranty programs outlined in the Annual service plan materials provided above. Service Plans outlined above that can be performed by software are a Tipping Point/3Com product.

Insight has provided as an attachment to our response a Tipping Point Services MSRP Price List for your review.



Key Personnel

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Vendor: Insight Public Sector, Inc.

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4. Key Personnel

4.1. Key Personnel (Contract Contact)

Name: Dawn Bielski

Telephone No.: 800-321-2437 x6849

E-Mail: dbielski@insight.com

Mailing Address: 444 Scott Drive

City: Bloomingdale

State: IL Zip: 60108-3111

Contract Responsibility: Responsible for contract administration, procuring authorized signatures, contract modifications, etc.

4.2. Key Personnel (Ordering – New Customers)

Name: John Briggs

Telephone No.: 800-359-2970

E-Mail: jbriggs@insight.com

Mailing Address: 6820 S. Harl Ave.

City: Tempe

State: AZ Zip: 85283

Contract Responsibility: John, as the Territory Account Executive, will develop account strategies and programs unique to each client to ensure that communication with Insight and the delivery of products and services exceed customer expectations. John will meet frequently with the State, IT staff and end-users and serves as a single point of contact for all Insight/Arizona issues. John will be available for pre- and post sales consultation.

4.3. Key Personnel (Billing – Current Customers)

Name: Lauren Hartman

Telephone No.: 800-467-4448 x5231

E-Mail: lhartman@insight.com

Mailing Address: 6820 S. Harl Avenue

City: Tempe

State: AZ Zip: 85283

Contract Responsibility: Lauren will be responsible providing quotes, processing orders, ordering and invoicing questions, assistance in alternate sourcing options, relating product knowledge to solution based selling, facilitating product delivery, furnishing specifications, configurations and pricing to end-users, maintaining high customer satisfaction.

4.4. Key Personnel (Customer Service – Service Problems, Outages, SLA Issues)

Name: Alan Hahn

Telephone No.: 800-467-4448 x5015

E-Mail: ahahn@insight.com

Mailing Address: 6820 S. Harl Ave.



Key Personnel

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City: Tempe

State: AZ Zip: 85283

Contract Responsibility: Alan will provide pre-sales services consultation to end-users, supplying requested service reports, facilitating service delivery, notify the state of any service issues before they occur, provide service offerings and information to the State, meet with the State's key players to discuss technology support assistance as well as any other issues that may arise, assist with any problem resolution, work with Service Management for alternate sourcing options, maintain high customer satisfaction.

	<p style="text-align: center;">Subcontractors Contract No.: EPS060043-28-A4 Vendor: Insight Public Sector, Inc.</p>	<p style="text-align: center;">State of Arizona State Procurement Office 100 N 15th Ave., Suite 104 Phoenix, AZ 85007</p>
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5. Subcontractors

Insight does not at this time anticipate the utilization of any subcontractors on this contract.

FCC Form

Approval by OMB
3060-0806

470

**Schools and Libraries Universal Service
Description of Services Requested
and Certification Form**

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 971330000583303
Applicant's Form Identifier: EPS060043
Application Status: CERTIFIED
Posting Date: 04/06/2006
Allowable Contract Date: 05/04/2006
Certification Received Date: 03/13/2006

1. Name of Applicant: ARIZONA STATE PROCUREMENT OFFICE		
2. Funding Year: 07/01/2006 - 06/30/2007		3. Your Entity Number 214994
4a. Applicant's Street Address, P.O.Box, or Route Number 100 NORTH 15TH AVE		
City PHOENIX	State AZ	Zip Code 85007
b. Telephone number (602) 542- 9121		c. Fax number (602) 542- 5508
5. Type Of Applicant		
<input checked="" type="checkbox"/> Individual School (individual public or non-public school)		
<input type="checkbox"/> School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools)		
<input type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)		
<input type="checkbox"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)		
6a. Contact Person's Name: DOUG MILFORD		
<i>First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.</i>		
6b. Street Address, P.O.Box, or Route Number		
<input checked="" type="checkbox"/> 100 NORTH 15TH AVE SUITE 104		

City PHOENIX	State AZ	Zip Code 85007
<p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p>		
<input checked="" type="checkbox"/>	6c. Telephone Number (602) 542- 9121	
<input checked="" type="checkbox"/>	6d. Fax Number (602) 542- 5508	
<input checked="" type="checkbox"/>	6e. E-mail Address DOUG.MILFORD@AZDOA.GOV	

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

b. Services for which a new written contract is sought for the funding year in Item 2.
 Check if you are seeking a multi-year contract and/or a contract featuring voluntary extensions

c. A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 Telecommunications Services
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

<input checked="" type="checkbox"/> Check this box if you prefer discounts on your bill.	<input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input type="checkbox"/> Check this box if you do not have a preference.
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9 Internet Access
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have

and RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each **service or function** (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill.

Check this box if you prefer reimbursement after paying your bill in full.

Check this box if you do not have a preference.

10 Internal Connections Other than Basic Maintenance

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at **HTTPS://WWW.SPIRIT.AZ.GOV** or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each **service or function** (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill.

Check this box if you prefer reimbursement after paying your bill in full.

Check this box if you do not have a preference.

Service or Function:

Quantity and/or Capacity:

NETWORKING, EQUIPMENT AND SERVICE

MULTIPLE AGENCIES/GOVERNMENTS

11 Basic Maintenance of Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at **HTTPS://WWW.SPIRIT.AZ.GOV** or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each **service or function** (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these

services under the universal service support mechanism. Attach additional lines if needed.

<input checked="" type="checkbox"/> Check this box if you prefer discounts on your bill.	<input checked="" type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input checked="" type="checkbox"/> Check this box if you do not have a preference.
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Service or Function:	Quantity and/or Capacity:
NETWORK MAINTENANCE	MULTIPLE AGENCIES/GOVERNMENTS

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name: _____ Title: _____

Telephone number
() - _____

Fax number
() - _____

E-mail Address _____

13a. Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number.

THERE ARE NO RESTRICTIONS ON COMMUNICATIONS WITH THE ARIZONA STATE PROCUREMENT OFFICE REGARDING SOLICITATION PROCEDURES.

Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

THE RFP IS FOR MULTI-YEAR CONTRACT(S) TO BE AVAILABLE TO AZ COOPERATIVE SCHOOLS AND LIBRARIES.

Block 3: Technology Resources

14. **Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required has been purchased; and/or is being sought.

b. Electrical systems: adequate electrical capacity is in place or has already been arranged; and/or upgrading for additional electrical capacity is being sought.

- c. Computers: a sufficient quantity of computers has been purchased; and/or is being sought.
- d. Computer hardware maintenance: adequate arrangements have been made; and/or are being sought.
- e. Staff development: all staff have had an appropriate level of training /additional training has already been scheduled; and/or training is being sought.
- f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

- a. Individual school or single-site library.
- b. Statewide application for (enter 2-letter state code) **AZ** representing (check all that apply):
 - All public schools/districts in the state:
 - All non-public schools in the state:
 - All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. **If checked, complete Item 18.**

- c. School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity	Entity Number
PHOENIX COUNTRY DAY SCHOOL	97374
ARIZONA DEPARTMENT OF ADMINISTRATION	155373
All Eligible Libraries in State AZ	
All Non-Public Schools in State AZ	

All Public Schools/Districts in State AZ

18. Ineligible Participating Entities
 List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix
---------------------------------	-----------	--------

Block 5: Certification and Signature

19. I certify that the applicant includes:(Check one or both.)
- a. schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
 - b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).
20. I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):
- a. individual technology plans for using the services requested in the application, and/or
 - b. higher-level technology plans for using the services requested in the application, or
 - c. no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only
21. I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
22. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
23. I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.
24. I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person:

28. Date (mm/dd/yyyy): 03/13/2006

29. Printed name of authorized person: DOUG MILFORD

30. Title or position of authorized person: PROCUREMENT OFFICER

31a. Address of authorized person: 100 N. 15TH. AVE., SUITE 104
City: PHOENIX State: AZ Zip: 85007

31b. Telephone number of authorized person: (602) 542 - 9121

31c. Fax number of authorized person: ()

31d. E-mail address number of authorized person: DOUG.MILFORD@AZDOA.GOV

31e. Name of authorized person's employer: STATE OF ARIZONA, ADOA

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
November 2004

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Universal Service Administrative Company
Schools & Libraries Division

FORM 470-Receipt Notification Letter
(Funding Year 2006: 07/01/2006--06/30/2007)

April 10, 2006

DOUG MILFORD
ARIZONA STATE PROCUREMENT OFFICE
100 NORTH 15TH AVE
PHOENIX, AZ 85007

Re: Applicant's Form Identifier: EPS060043
Form 470 Application Number: 971330000583303
Entity Number: 214994
Date Form 470 Posted: 04/06/2006
Allowable Vendor Selection/Contract Date: 05/04/2006

Dear DOUG MILFORD:

This letter is to notify you that the Schools and Libraries Division (SLD) has received your FCC Form 470, "Description of Services Requested and Certification Form," and your signed certification. This letter provides important information about program rules. Please read this letter carefully and retain it for your records and future reference.

The Form 470 Application Number listed above has been assigned by the SLD and will be used to track your Form 470. This number must be provided on each FCC Form 471, "Services Ordered and Certification Form," Block 5 Funding Request that cites this Form 470. Any applicant who relies on this Form 470 will need to know this Form 470 Application Number. You may wish to share this number with those schools and/or libraries featured in this application to assist them in their preparation of the Form 471.

The purpose of the Form 470 is to open a competitive bidding process for the services desired. The Form 470 applicant is responsible for ensuring an open, fair competitive process and selecting the most cost-effective provider of the desired services with price being the primary factor. The Form 470 must be completed by the entity that will negotiate with potential service providers. A service provider who will participate in the competitive bidding process as a bidder cannot complete it. Please be aware that if a service provider was involved in the preparation or certification of your Form 470, this involvement could taint the competitive bidding process and result in the denial of your funding requests.

FCC rules require that requests for non-contracted tariffed or month-to-month services and requests for new contractual services be posted on the SLD section of the USAC web site for a period of at least 28 days before selecting a vendor in order to provide for a competitive bidding process. If you indicated on your Form 470 that you have an RFP, that RFP must also be available to potential bidders for at least 28 days before selecting a vendor. In addition, if you are seeking support on your Form 470 for the first time for services delivered under a multi-year contract signed on or before July 10, 1997, the SLD cannot process your Form 471 until the 28-day waiting period has elapsed. State or local laws may require a longer procurement cycle. This 28-day waiting period must occur before

you may execute any contracts for contracted services, before you select your vendor for non-contracted tariffed or month-to-month service, and before you sign and submit your Form 471.

The "Allowable Vendor Selection/Contract Date" featured above is the earliest date that you may execute any contracts for contracted services; select your vendor for non-contracted tariffed or month-to-month services; and sign and submit your Form 471.

The FCC's Fifth Report & Order (FCC 04-190, released August 13, 2004) requires that documents demonstrating compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts must be retained for a period of at least five years after the last day of service delivered. See "Document Retention Requirements" in the Order for a descriptive list of many of the documents you must retain.

You must follow all applicable state and local procurement laws. You must also be able to demonstrate compliance with these laws.

Your Form 470 and RFP, if applicable, MUST define the specific services or functions (and quantity and/or capacity) for which funding will be sought. You MUST obtain specific cost information, including prices for products and services to be provided. Failure to adhere to these rules violates the requirement to choose the most cost-effective provider. Moreover, you cannot seek discounts for services in a category of service on the Form 471 if those services in those categories were not indicated on a Form 470.

Requests for Proposals (RFPs) or other solicitation methods must be tailored specifically to your needs and circumstances, and based directly on your technology plan. Use of a generic RFP used successfully by another applicant, for example, does not comply with the Commission's competitive bidding requirements. RFPs and competitive bidding processes that are structured to favor one service provider undermine the competitive process.

FCC rules require your service provider to offer you the option of requesting discounts on bills, or of paying the bills in full and then receiving reimbursement. We recommend that you include your preferred method for receiving discounts when considering bids and discuss that with your service provider.

Beginning with Funding Year 2005, FCC rules restrict funding of Internal Connections Other than Basic Maintenance to only twice every five years. This rule does not apply to Basic Maintenance of Internal Connections.

A technology plan that covers all 12 months of the funding year is required for all services except basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only. The technology plan must have been written before the Form 470 is filed, and must be approved by a state or other authorized body that is an SLD-certified Technology Plan Approver prior to the commencement of discounted services.

To assist us in evaluating the impact of new technology on the nation's schools and libraries, you will be asked to provide the National Center for Education Statistics (NCES) or Federal-State Cooperative System (FSCS) code for any recipient of service. Please continue to review the web site for additional information.

FCC Registration Numbers may be obtained through the FCC Registration Number Commission Registration System (CORES) at www.fcc.gov. The FCC's "Red Light Rule" became effective November 1, 2004. The FCC adopted Section 1.1910 of the rules to implement the Debt Collection Improvement Act of 1996 (DCIA), and amended 47 C.F.R. Secs 1.8002 and 1.8003 "to require all entities that participate in the schools and libraries universal service support mechanism to obtain an FCC Registration Number." Please continue to review the SLD section of the USAC web site for additional guidance.

Complete information about the filing window for the Funding Year 2006 Form 471, is posted to the SLD web site.

It is important to remember that not all requested services will necessarily be approved for discounts. Your Form 471 will be subject to review by the SLD for a determination of funding eligibility before funds are committed. This review will consider all program rules, including eligibility of discount recipients and the eligibility of services for which discounts are requested. In addition, availability of funds will be a factor in funding decisions. Therefore, you should consider the possibility of a denial of funding or a level of funding below your request, and include appropriate contingencies in contracts for any or all of the requested services.

Thank you for your interest in the Schools and Libraries program. If you have any questions, please contact the SLD Client Service Bureau by e-mail using the "Submit a Question" link on the web site, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

Schools and Libraries Division
Universal Service Administrative Company



Schools and Libraries Division
Correspondence Unit
100 South Jefferson Road
P.O. Box 902
Whippany, New Jersey 07981

TIME SENSITIVE MATERIAL

00006
DOUG MILFORD
ARIZONA STATE PROCUREMENT OFFICE
100 NORTH 15TH AVE
PHOENIX, AZ 85007



IMPORTANT REMINDERS & DEADLINES

Entity Number: 214994
Applicant Name: ARIZONA STATE PROCUREMENT OFFICE

The following information is provided to assist you throughout the application process. We recommend that you keep it in an easily accessible location and that you share it with the appropriate members of your organization.

28-DAY POSTING REQUIREMENT - FCC Rules require that requests for non-contracted tariffed or month-to-month services and requests for new contractual services be posted on the SLD section of the USAC web site for a period of at least 28 days before selecting a vendor. If you indicate on your Form 470 that you have an RFP, RFPs must also be available to potential bidders for at least 28 days before selecting a vendor.

FORM 471 APPLICATION FILING WINDOW - It is your responsibility to check the SLD section of the USAC web site or contact the SLD Client Service Bureau (CSB) to obtain the filing window dates.

OBLIGATION TO PAY NON-DISCOUNT PORTION - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. The FCC's Fifth Order (FCC 04-190 released August 3, 2004) concluded that a reasonable timeframe for a beneficiary to pay its non-discount share is 90 days after the delivery of service. If you are using a trade-in as part of your non-discount portion, please refer to the web site for more information.

TECHNOLOGY PLAN - When a technology plan is required, it must cover all 12 months of the funding year, must have been written before the Form 470 is filed, and must be approved prior to commencement of discounted services. Technology plans are not required for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

RETAIN DOCUMENTATION - FCC rules require that documents demonstrating compliance with the statute and Commission rules must be retained for a period of at least five years after the last day of service delivered. See "Document Retention Requirements" in FCC 04-190 for a descriptive list of many of the documents you must retain.

FREE SERVICES ADVISORY - Applicants and service providers are prohibited from using the Schools and Libraries Support Mechanism to subsidize the procurement of ineligible or unrequested products and services, or from participating in arrangements that have the effect of providing a discount level to applicants greater than that to which applicants are entitled.

FCC REGISTRATION NUMBERS - Effective November 1, 2004, E-rate program participants must have an FCC Registration Number. Please continue to review the SLD section of the USAC web site for additional guidance.

Complete program information - including more information on these reminders - is posted to the SLD section of the USAC web site at www.sl.universalservice.org. You may also contact CSB by e-mail using the "Submit a Question" link on the web site, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

Contract

Solicitation # EPS060043-A4

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	1
Requisition #:	ADSM-6J7M3Y	Solicitation #:	EPS060043-A4	Contract #:	EPS060043-28-A1
PO Assigned:	Doug Milford/ADSM-5KAM9N	Date Completed:	07/27/2006		
PM Assigned:	James Scarboro/ADSM-5KAM9N	PA Assigned:	Jean Clark/ADSM-5KAM9N		
Supplier Name:	Insight Public Sector, Inc.	Proposal #:	ADSM-6MPKGZ-1		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
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:	7/17/06	End Date:	7/16/09
Term:	3 Year(s)	FOB:	As specified
Payment Terms:	Net 30 Days	Delivery:	30A.R.O. Days
Contract Extension Allowed		Max Extension:	2 Year(s)

Amendment Information

AMENDMENT NO. 1

The Contract is hereby amended to display only the Manufacturer Product Lines and Services awarded under this Contract illustrated in attachment "EPS060043 EVALUATION TOOL AND AWARD DETERMINATION.xls" to facilitate ease of Customer use and Contract Administration. Products or Services that fall outside the scope of this Contract or that were not awarded under this Contract are not available for purchase regardless if they are displayed in any given document or file within this Contract.

All other Terms and Conditions remain in effect.

Contract Reassignment

N/A

Contractor Amendment Approval

Contract Amendment approved by Pam Potter/000002163 (7/25/06 2:03:54 PM)

Solicitation Information

Title:	NETWORKS, EQUIPMENT AND SERVICES	Type:	RFP
Description:	NETWORKS, EQUIPMENT AND SERVICES		

Contract

Solicitation # EPS060043-A4

Special Instructions

Additional Special Instructions

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation. Disregard all other Instructions and Terms and Conditions within this document as the valid Instructions and Terms and Conditions are detailed in the following two documents located in the Solicitation Attachment section.

EPS060043, Instructions for Proposal.doc

EPS060043, Terms and Conditions

Federal Immigration and Nationality Act 2

By signing of the offer, the offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

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.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Contract

Solicitation # EPS060043-A4

Special Terms and Conditions

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.

Contract

Solicitation # EPS060043-A4

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. Equipment and Desirable Technical Requirements
- 2. Capacity of Offeror
- 3. Cost
- 4. Conformance to Terms & Conditions and to Scope of Work
- 5. Compliance with Submittal information

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 # EPS060043-A4

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 Parole Evidence

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

2.7 No Waiver

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

3 Contract Administration and Operation

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 # EPS060043-A4

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. 07675462U
Federal Employer Identification No. 363949000

Location Information

Supplier Number: 2163
Company Name: Insight Public Sector, Inc.
Address: 6820 S. Harl Ave.
Tempe, AZ 85283

Clarification Information

Name: Pam Potter
Phone: (800) 321-2437 Fax: (630) 924-6694

Signature

Name: Pam Potter Date: 7/12/06 9:18:58 AM
Title: Proposal 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

Contract

Solicitation # EPS060043-A4

Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0206-0064 0206-0064-0001	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc. Network Equipment, Local Area - LAN, Wireless.		FP	0		\$0.00	\$0.00

Contract

Solicitation # EPS060043-A4

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	2
Requisition #:	ADSM-6J7M3Y	Solicitation #:	EPS060043-A4	Contract #:	EPS060043-28-A2
PO Assigned:	Doug Milford/ADSM-5KAM9N	Date Completed:	01/02/2007		
PM Assigned:	James Scarboro/ADSM-5KAM9N	PA Assigned:	Jean Clark/ADSM-5KAM9N		
Supplier Name:	Insight Public Sector, Inc.	Proposal #:	ADSM-6MPKGZ-1		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
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:	1/1/09	End Date:	12/31/11
Term:	3 Year(s)	FOB:	As specified
Payment Terms:	Net 30 Days	Delivery:	30A.R.O. Days
Contract Extension Allowed		Max Extension:	2 Year(s)

Amendment Information

AMENDMENT NO. 2

This Contract is hereby amended to add Benson Security Systems as an authorized subcontract for Insight Public Sector, Inc

All other terms and conditions remain the same.

Contract Reassignment

N/A

Contractor Amendment Approval

Contract Amendment approved by Pam Potter/000002163 (1/2/07 6:38:36 AM)

Solicitation Information

Title:	NETWORKS, EQUIPMENT AND SERVICES	Type:	RFP
Description:	NETWORKS, EQUIPMENT AND SERVICES		

Contract

Solicitation # EPS060043-A4

Special Instructions

Additional Special Instructions

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation. Disregard all other Instructions and Terms and Conditions within this document as the valid Instructions and Terms and Conditions are detailed in the following two documents located in the Solicitation Attachment section.

EPS060043, Instructions for Proposal.doc

EPS060043, Terms and Conditions

Federal Immigration and Nationality Act 2

By signing of the offer, the offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

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.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Contract

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Special Terms and Conditions

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.

Contract

Solicitation # EPS060043-A4

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;
- 3.1.3 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. Equipment and Desirable Technical Requirements
- 2. Capacity of Offeror
- 3. Cost
- 4. Conformance to Terms & Conditions and to Scope of Work
- 5. Compliance with Submittal information

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 # EPS060043-A4

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 Parole Evidence

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

2.7 No Waiver

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

3 Contract Administration and Operation

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 # EPS060043-A4

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. 07675462U
Federal Employer Identification No. 363949000

Location Information

Supplier Number: 2163
Company Name: Insight Public Sector, Inc.
Address: 6820 S. Harl Ave.
Tempe, AZ 85283

Clarification Information

Name: Pam Potter
Phone: (800) 321-2437 Fax: (630) 924-6694

Signature

Name: Pam Potter Date: 7/12/06 9:18:58 AM
Title: Proposal 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

Contract

Solicitation # EPS060043-A4

Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0206-0064 0206-0064-0001	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc. Network Equipment, Local Area – LAN, Wireless.		FP	0		\$0.00	\$0.00

Contract

Solicitation # EPS060043-A4

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	3
Requisition #:	ADSM-6J7M3Y	Solicitation #:	EPS060043-A4	Contract #:	EPS060043-28-A3
PO Assigned:	Doug Milford/ADSM-5KAM9N	Date Completed:	01/11/2007		
PM Assigned:	James Scarboro/ADSM-5KAM9N	PA Assigned:	Jean Clark/ADSM-5KAM9N		
Supplier Name:	Insight Public Sector, Inc.	Proposal #:	ADSM-6MPKGZ-1		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
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:	7/17/06	End Date:	7/16/09
Term:	3 Year(s)	FOB:	As specified
Payment Terms:	Net 30 Days	Delivery:	30A.R.O. Days
Contract Extension Allowed		Max Extension:	2 Year(s)

Amendment Information

AMENDMENT 3

This amendment is to correct an error in contract dates created in Amendment #2.

All other terms and conditions remain the same.

Contract Reassignment

N/A

Contractor Amendment Approval

Contract Amendment approved by Dawn Rickert/000002163 (1/9/07 3:38:41 PM)

Solicitation Information

Title:	NETWORKS, EQUIPMENT AND SERVICES	Type:	RFP
Description:	NETWORKS, EQUIPMENT AND SERVICES		

Contract

Solicitation # EPS060043-A4

Special Instructions

Additional Special Instructions

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation. Disregard all other Instructions and Terms and Conditions within this document as the valid Instructions and Terms and Conditions are detailed in the following two documents located in the Solicitation Attachment section.

EPS060043, Instructions for Proposal.doc

EPS060043, Terms and Conditions

Federal Immigration and Nationality Act 2

By signing of the offer, the offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

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.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Contract

Solicitation # EPS060043-A4

Special Terms and Conditions

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.

Contract

Solicitation # EPS060043-A4

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;
- 3.1.3 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. Equipment and Desirable Technical Requirements
- 2. Capacity of Offeror
- 3. Cost
- 4. Conformance to Terms & Conditions and to Scope of Work
- 5. Compliance with Submittal information

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 # EPS060043-A4

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 Parole Evidence

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

2.7 No Waiver

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

3 Contract Administration and Operation

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 # EPS060043-A4

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. 07675462U
Federal Employer Identification No. 363949000

Location Information

Supplier Number: 2163
Company Name: Insight Public Sector, Inc.
Address: 6820 S. Harl Ave.
Tempe, AZ 85283

Clarification Information

Name: Pam Potter
Phone: (800) 321-2437 Fax: (630) 924-6694

Signature

Name: Pam Potter Date: 7/12/06 9:18:58 AM
Title: Proposal 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

Contract

Solicitation # EPS060043-A4

Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0206-0064 0206-0064-0001	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc. Network Equipment, Local Area - LAN, Wireless.		FP	0		\$0.00	\$0.00

Contract

Solicitation # EPS060043-A4

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	4
Requisition #:	ADSM-6J7M3Y	Solicitation #:	EPS060043-A4	Contract #:	EPS060043-28-A4
PO Assigned:	Don Ellwanger/ADSM-5KAM9N	Date Completed:	10/15/2007		
PM Assigned:	Doug Milford/ADSM-5KAM9N	PA Assigned:	James Scarboro/ADSM-5KAM9N		
Supplier Name:	Insight Public Sector, Inc.	Proposal #:	ADSM-6MPKGZ-1		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
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:	7/17/06	End Date:	7/16/09
Term:	3 Year(s)	FOB:	As specified
Payment Terms:	Net 30 Days	Delivery:	30A.R.O. Days
Contract Extension Allowed		Max Extension:	2 Year(s)

Amendment Information

AMENDMENT NO. 4

The Contract is hereby amended to reorganize the content to facilitate ease of use.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 3

This amendment is to correct an error in contract dates created in Amendment #2.

All other terms and conditions remain the same.

AMENDMENT NO. 2

This Contract is hereby amended to add Benson Security Systems as an authorized subcontract for Insight Public Sector, Inc

All other terms and conditions remain the same.

AMENDMENT NO. 1

The Contract is hereby amended to display only the Manufacturer Product Lines and Services awarded under this Contract illustrated in attachment "EPS060043 EVALUATION TOOL AND AWARD DETERMINATION.xls" to facilitate ease of Customer use and Contract Administration. Products or Services that fall outside the scope of this Contract or that were not awarded under this Contract are not available for purchase regardless if they are displayed in any given document or file within this Contract.

All other Terms and Conditions remain in effect.

Contract Reassignment

N/A

Contractor Amendment Approval

Contract Amendment approved by Dawn Rickert/000002163 (10/12/07 14:32:18)

Solicitation Information

Title:	NETWORKS, EQUIPMENT AND SERVICES	Type:	RFP
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Description:
NETWORKS, EQUIPMENT AND SERVICES

Contract

Solicitation # EPS060043-A4

Special Instructions

Additional Special Instructions

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation. Disregard all other Instructions and Terms and Conditions within this document as the valid Instructions and Terms and Conditions are detailed in the following two documents located in the Solicitation Attachment section.

EPS060043, Instructions for Proposal.doc

EPS060043, Terms and Conditions

Federal Immigration and Nationality Act 2

By signing of the offer, the offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

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.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Contract

Solicitation # EPS060043-A4

Special Terms and Conditions

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.

Contract

Solicitation # EPS060043-A4

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. Equipment and Desirable Technical Requirements
- 2. Capacity of Offeror
- 3. Cost
- 4. Conformance to Terms & Conditions and to Scope of Work
- 5. Compliance with Submittal information

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 # EPS060043-A4

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 Parole Evidence

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

2.7 No Waiver

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

3 Contract Administration and Operation

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 # EPS060043-A4

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. 07675462U
Federal Employer Identification No. XXXXXXXXXX

Location Information

Supplier Number: 2163
Company Name: Insight Public Sector, Inc.
Address: 6820 S. Harl Ave.
Tempe, AZ 85283

Signature

Name: Pam Potter Date: 7/12/06 9:18:58
Title: Proposal 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

Contract

Solicitation # EPS060043-A4

Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0206-0064 0206-0064-0001	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc. Network Equipment, Local Area – LAN, Wireless.		FP	0		\$0.00	\$0.00

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
INSIGHT PUBLIC SECTOR, INC.

[Scope of Work]

See following pages.

Statement of Work #509397

Engagement Title	Wireless Controller Implementation
Client	<p>City of Avondale Old Town Library 11465 W. Civic Center Drive, Ste. 230 Avondale, AZ 85323</p> <p>Attn: Kevin Hinderleider 623.333.5007</p>
Client Business Goal	<p>City of Avondale is building a new library and would like wireless throughout this facility. In order to maintain consistency across the City of Avondale infrastructure this wireless network will be managed by a Cisco Wireless LAN Controller stored in the main data center. City of Avondale would like assistance from Insight to configure the controller and access points.</p>
Engagement Description	<p>The City of Avondale has engaged Insight to provide a solution providing Cisco LWAPP Solution.</p> <p>The Consultant will perform a Discovery of City of Avondale’s current network environment to determine the following (Note: this task may be done in person or over the phone. Supporting documentation from the client may be requested):</p> <ul style="list-style-type: none"> • IP addressing scheme • VLAN configuration • SSID’s • Routing protocols • Create a logical network <p>Once the Discovery has been performed the on-site resource(s) will arrive to perform the following tasks:</p> <p>Configure two (2) Cisco Wireless 4400 LAN Controller</p> <ul style="list-style-type: none"> • Each controller will be configured in separate phases • Rack mount and install • Power-On Test and burn in test • Configure IP addressing and set up for DHCP • Update IOS software if needed • Place updated firmware for all deployed access points if needed • Add fault and policy parameters • Provision Radio Management • Configure security parameters such as WPA, 802.1x, etc. • Configure for SNMP Read Only and Read Write settings • Configure VLAN information in the controller for configured VLAN on the network • Implement up to four (4) SSIDs • Pre-Stage and Configure 16 AP’s and verify connectivity to the Cisco Controller • Covert one (1) access point from autonomous to lightweight • Provide post implementation support for up to one year from the date of installation on the first controller <p><i>The Cabling of the wireless access points will be the responsibility of City of Avondale. The physical installation of the access points will be done by Kearney Electric.</i></p> <p><i>All wireless site survey should be performed prior to the installation of the access points. The</i></p>

site survey will identify proper placement, power settings and develop and overall coverage map. A site survey is not included in this SOW.

Kearney Electric Access Point Installation

- ❖ Kearney will install eight (8) Access Points (AP).
- ❖ Kearney will provide all misc. hardware needed to properly mount AP's to clients specifications.

Deliverables

- On-site resource(s)
- Logical network diagram
- Post configuration scripts
- Any open TAC tickets with supporting documentation (if applicable)

Exception Management

Escalation Procedures

Insight recognizes that teamwork will be essential to resolving any areas of dispute that arise during the course of this project. Therefore, Insight and City of Avondale project contacts will work together to develop and implement solutions to any problems encountered during the deployment. If Insight encounters any unusual circumstances that prevent progress or completion of a work task or the project or affect project schedules or milestones, or experiences local customer dissatisfaction or complaints, Insight onsite personnel will immediately escalate the issue to the Insight Operations Manager by the most expedient means and processes available.

Change Management

As with any project, situations may arise that are outside of the scope of services detailed within the agreement. The change control process will be used when either party determines that an out of scope service delivery requirement exists. As these situations or requests for services arise, either party may address the issue by completing a Change Request form (Appendix A of this SOW). This form will define the out-of-scope requirement and the projected level of effort required to provide the solution. If the out-of-scope effort is approved, Insight will invoice City of Avondale as mutually agreed.

Change Control Process

The established change control process consists of the following steps:

- Either party identifies an alteration to the scope, deliverables, or milestones that affects the cost, schedule, and/or quality of the deliverables and brings this alternation to the attention of that organization's Project Contact (Insight or City of Avondale) by completing and submitting the Change Request Form.
- The Project Contact will review the form and determine if the scope change request is valid. If it is determined to be a valid request, it will be brought to the attention of the other party's Project Contact. This should take no longer than 24 hours.
- If both managers agree on the need for a modification to the scope, an investigation will be conducted to determine the effects of the implementation on price, schedule, or other terms of the project. This should take no longer than five (5) calendar days.
- Results of the investigation will be reviewed by both Project Contacts and a determination will be made as to whether or not to implement the Change Request.
- If both parties mutually agree to implement the Change Request, then this SOW shall be amended accordingly in writing and signed by Insight and City of Avondale.
- Insight will adhere to the newly defined change in scope and invoice City of Avondale accordingly.

Resource Team
 Project Sponsor – Kevin Hinderleider, City of Avondale
 Support Resources – TBD, City of Avondale
 On-Site Resource Manager – TBD, Insight
 Remote Support Manager – Jason Williams, Insight
 Service Sales Representative – Steve Frazer, Insight
 Account Executive – John Briggs, Insight
 SOW Prepared by – Jeff Sillin, Insight

Engagement & Fee Schedule

Schedule

Fixed Fee Project

Insight can commit to an implementation schedule after the receipt of a signed SOW and client Purchase Order. Schedule must allow for adequate resource and travel planning (if applicable).

Project/Hourly Billing Rates

Description	Cost
Engineering Resources - Per State Contract EPS060043-A4	\$6,300.00
Post Implementation Support - Per State Contract EPS060043-A4	\$3,480.00
Estimated Total	\$9,780.00
Hardware per BOM # 210491689 (Note: not all hardware listed in this BOM will be installed per this SOW)	\$122,601.92
Access Point Installation performed by Kearney Electric (Labor)	\$910
Access Point Installation performed by Kearney Electric (Materials)	\$144
Access Point Installation performed by Kearney Electric – Total	\$1,054

Assumptions

- A project kickoff meeting will be held to discuss network design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).
- Work will be performed during normal business hours unless otherwise indicated. Normal business hours are defined as Monday through Friday, 8 am – 5 pm. Any work completed outside of normal hours will be billed at time-and-one-half normal rates.
- Insight will implement change management as defined in the Exception Management section of this SOW. An SOW addendum or signed P.O. for the additional work will be required before any agreed upon changes are to be considered within the scope of this SOW.
- Client will provide Insight with specific lists of applications and workstations.
- Client will provide Insight with the necessary workspace and equipment.
- Client will provide Insight with timely access to internal experts for critical information.
- Reference. Insight may ask Client to serve as a promotional reference. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon by Insight and Client.
- Case Study. Client agrees that, upon completion of the Project to Client's satisfaction, Client will serve as an account case study for Insight and Client will execute a

Appendix A



Project Change Request Form

Client Name			Original Project Name			Project ID:			
Insight Project Manager			Insight Consultant			Request Date			
Original Scope Task									
Reason for Change									
Description of Change									
			Impact of Change						
Project Schedule									
Project Pricing									
Quality Plan									
Other Plan									
			Required Deliverables						
<input type="checkbox"/>	Statement of Work		<input type="checkbox"/>	Additional/Adjusted Pricing					
<input type="checkbox"/>	Project Plan		<input type="checkbox"/>	Quality Plan					
<input type="checkbox"/>	Project Schedule		<input type="checkbox"/>	Other					
Requested Date of Implementation :									
Signatures									
Insight Operational Manager					Date				<input type="checkbox"/> Approved <input type="checkbox"/> Rejected
Client Project Contact					Date				<input type="checkbox"/> Approved <input type="checkbox"/> Rejected

PROPRIETARY and CONFIDENTIAL.

Phone: (800) 888-5390 – 444 Scott Drive, Bloomingdale, IL 60108

For further descriptions of products and services, visit us at: www.insight.com



Insight Public Sector
 6820 South Harl Ave
 Tempe, AZ, 85283-4318
 US
 Tel: 8004674448

SOLD-TO PARTY

City Of Avondale
 ACCTS PAYABLE SUITE 290
 11465 W CIVIC CENTER DR
 AVONDALE, AZ 85323-6803

SHIP-TO ADDRESS

City Of Avondale
 ACCTS PAYABLE SUITE 290
 11465 W CIVIC CENTER DR
 AVONDALE AZ 85323-6803

Quotation	
Quotation Number 210568842	Creation Date 05/06/2008
PO Number / Date :	
Customer No. :	10133195
Sales Rep :	JOHN BRIGGS
Email :	jbriggs@insight.com
Telephone :	800-467-4448 X 5190

Dear Kevin Hinderleider,

Thank you for considering Insight to be your trusted partners in addressing your evolving IT needs. We appreciate being considered as your solution source and look forward to making IT work for you.

We deliver according to the following terms:

Terms of Payment : Net 30 days
Ship Via : Insight Assigned Carrier / Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Description	Qty	UnitPrice	Extended Price
C2851-VSEC-SRST/K 9	Cisco 2851 Voice Security Bundle - router STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)	1	5,709.02	5,709.02
PWR-2821-51-AC-IP	Cisco - Power supply STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)	1	357.00	357.00
PVDM2-48U64	Cisco PVDM2 48 to 64 Channel Factory Upgrade - Voice DSP module STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)	1	446.25	446.25
HWIC-D-9ESW-POE	Cisco EtherSwitch HWIC - switch - 9 ports STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)	1	642.60	642.60
VIC-4FXS/DID	Cisco - Voice / fax module - plug-in module - FXS / 4 analog port(s) STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)	2	476.00	952.00

Material	Description	Qty	UnitPrice	Extended Price
CON-STLOC	8X5NBD SVC.	1	0.00	0.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
	WARRANTY ONLY SALE?: NO			
WS-C3560G-48PS-S	Cisco Catalyst 3560G-48PS SMI - switch - 48 ports	3	5,649.52	16,948.56
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CON-STLOC	8X5NBD SVC.	3	0.00	0.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
	WARRANTY ONLY SALE?: NO			
CAB-SFP-50CM=	Cisco - Patch cable - SFP (M) - SFP (M) - 1.6 ft	4	148.75	595.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
GLC-SX-MM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-SX - 850 nm	10	297.50	2,975.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
GLC-T=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-T	4	235.03	940.12
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
ASA5540-AIP20-K9	Cisco ASA 5540 IPS Edition - security appliance - with Cisco Advanced Inspection and Prevention Security Services Module 20 (AIP-SSM -20)	2	14,872.03	29,744.06
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
ASA5500-SC-5	Cisco ASA 5500 Security Context - License - 5 firewalls	2	2,231.25	4,462.50
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CON-SU1-AS4A20K9	Cisco Services for Intrusion Prevention Systems Advance Replacement - extended service agreement - 1 year	2	3,096.19	6,192.38
	OPEN MARKET			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
	WARRANTY ONLY SALE?: NO			

Material	Description	Qty	UnitPrice	Extended Price
CP-7961G	Cisco IP Phone 7961G - VoIP phone - SCCP	15	264.77	3,971.55
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
SW-CCM-UL-7961	Cisco CallManager - License - 1 user	15	119.00	1,785.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CON-STLOC	8X5NBD SVC.	15	0.00	0.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
	WARRANTY ONLY SALE?: NO			
CP-7914=	Cisco 7914 - Key expansion module	2	235.03	470.06
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CON-STLOC	8X5NBD SVC.	2	0.00	0.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
	WARRANTY ONLY SALE?: NO			
CP-DOUBLFOOTSTA ND=	Cisco - Telephone stand	2	22.61	45.22
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CP-PWR-CUBE-3=	Cisco - Power adapter	2	26.78	53.56
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CP-PWR-CORD-NA=	Cisco - Power cable	2	5.95	11.90
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
AIR-LAP1242G-A-K9	Cisco Aironet 1242G - Wireless access point - 802.11b, 802.11g	6	415.91	2,495.46
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CON-STLOC	8X5NBD SVC.	6	0.00	0.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
AIR-LAP1131AG-A-K	Cisco Aironet 1131AG - wireless access point	2	415.91	831.82
9	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			

Material	Description	Qty	UnitPrice	Extended Price
CON-STLOC	8X5NBD SVC.	2	0.00	0.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
AIR-LAPI131AG-A-K	Cisco Aironet 1131AG - wireless access point	2	415.91	831.82
9	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CON-STLOC	8X5NBD SVC.	2	0.00	0.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
AIR-ANT5959	Cisco Aironet Diversity Omnidirectional Ceiling Mount Antenna - network adapter antenna	4	166.01	664.04
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
AIR-ANT2465P-R	Cisco Aironet Diversity patch - Antenna - 6.5 dBi - directional	2	237.41	474.82
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
AIR-WLC4404-100-K	Cisco Wireless LAN Controller 4404 - network management device	1	20,822.02	20,822.02
9	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
CON-STLOC	8X5NBD SVC.	1	0.00	0.00
	STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)			
	CONTACT NAME: KEVIN HINDERLEIDER			
	CONTACT PHONE: 6234783004			
	CONTACT EMAIL: KHINDERLEIDER@AVONDALE.ORG			
SU1400RMXLB3U	APC Smart-UPS RM 1400VA XL - UPS - 1.05 kW - 1400 VA	1	685.52	685.52
	STATE OF AZ - STATE PROCUREMENT OFFICE - UPS EQUIPMENT(# EPS070086-2-A1)			
SU24R2XLBP	APC Smart-UPS RM XL 24V Battery Pack - external battery pack - lead acid	3	439.12	1,317.36
	STATE OF AZ - STATE PROCUREMENT OFFICE - UPS EQUIPMENT(# EPS070086-2-A1)			
AP9619	APC Network Management Card EM - remote management adapter	1	372.81	372.81
	STATE OF AZ - STATE PROCUREMENT OFFICE - UPS EQUIPMENT(# EPS070086-2-A1)			

Material	Description	Qty	UnitPrice	Extended Price
AP7900	APC Switched Rack PDU power distribution strip STATE OF AZ - STATE PROCUREMENT OFFICE - UPS EQUIPMENT(# EPS070086-2-A1)	2	420.54	841.08
MEM2851-256U1024 D	Cisco upgrade from 256MB to 1024MB - Memory - 768 MB - DDR STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)	1	2,975.00	2,975.00
MAX-28/38-FLASH-B N	CISCO MAXIMUM COMPACT-AND USB FLASH BDL STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)	1	505.75	505.75
GLC-SX-MM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-SX - 850 nm STATE OF ARIZONA - NETWORKS, EQUIPMENT & SERVICES(# EPS060043-28-A4)	16	297.50	4,760.00
			Sub Total	113,879.28
			Tax	8,722.64
			TOTAL	122,601.92

Please contact us with any questions or for additional information about Insight Public Sector's complete IT solution offering. Again, thank you for considering Insight Public Sector!

Sincerely,

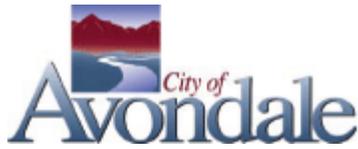
JOHN BRIGGS

800-467-4448 Ex: 5190

jbriggs@insight.com

Fax: 480-760-8513

Subject to IPS Terms and Conditions online at <http://www.ips.insight.com/site/static/legal.cfm>



CITY COUNCIL REPORT

SUBJECT:
Request for Contingency Funds for Graffiti and Weed
Abatement

MEETING DATE:
June 2, 2008

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

This item is a request for \$15,000 in contingency funds to enable the Neighborhood and Family Services Department to begin services through the new contract with Graffiti Protective Coatings and for weed abatement, prior to funds becoming available for both programs in the fiscal year 2008-09 budget.

BACKGROUND:

The City Council approved the tentative fiscal year 2008-09 budget on May 19, 2008. The tentative budget provided one-time funds for contracted graffiti abatement and weed removal. These services will provide an opportunity to address two major problems in Avondale neighborhoods. This request would provide funds that will enable the Neighborhood and Family Services Department to begin these services prior to July 1, when funds will become available.

DISCUSSION:

As a recent high-growth area, Avondale has been severely impacted by the foreclosure crisis and the resulting vacant and abandoned homes. The Neighborhood and Family Services Department, Code Enforcement Division has identified 228 vacant homes and 123 vacant lots in need of weed abatement. The first priority is to enforce the property maintenance code and to require property owners to address the weeds, and the Code Enforcement Division has experienced reasonable success in achieving compliance. However, the process is time-consuming, and the magnitude of the problem will make it difficult to make an impact as quickly as possible. To supplement this enforcement effort, funds were tentatively approved for weed abatement that will become available on July 1. The Code Enforcement Division has begun weed abatement using existing funds because the weeds on many properties constitute a fire hazard.

The City Council approved a contract with Graffiti Protective Coatings (GPC) on May 5, and GPC is ready to begin providing services. Due to the demand in the community, there is also a need to begin these services in advance of July 1. The contract amount with GPC will remain capped at \$70,000. However, approval of contingency funds will enable the Code Enforcement Division to start the program early.

There are existing funds in the Code Enforcement Division budget either to begin weed abatement or to start GPC services. However, there are not enough existing funds to do both early. Therefore, the department is requesting \$15,000 in contingency funds to enable the Code Enforcement Division to address these problems in Avondale neighborhoods immediately.

BUDGETARY IMPACT:

Existing funds available in the Code Enforcement Division budget will be expended prior to utilizing contingency funds. The department is requesting up to \$15,000 in contingency funds.

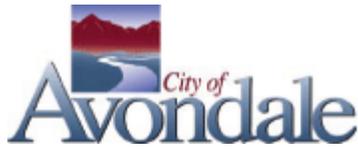
RECOMENDATION:

Staff recommends approving the request for contingency funds in the amount of \$15,000 for graffiti and weed control programs through June 30, 2008.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



DEVELOPMENT SERVICES

SUBJECT:
Final Plat - Coldwater Springs Promenade FP-07-11

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Brian Berndt, Development Services Director (623) 333-4011
THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat for Coldwater Springs Promenade

PARCEL SIZE: Aproximately 20 acres

LOCATION: Southwest corner of Van Buren Street and Avondale Boulevard

APPLICANT: Geoffrey Jacobs, The Empire Group, LLC

OWNER: Geoffrey Jacobs, The Empire Group, LLC

BACKGROUND:

The Coldwater Springs Promenade property is comprised of two parcels. The west 11 acres is the Coldwater Springs PAD which is designated for Community Commercial (C-2) uses in the Planned Area Development (PAD) zoning. It was annexed in 1997 and zoned Agriculture (AG). It was rezoned to PAD On March 17, 1997.

The eastern 8.95 acres was annexed into the city in 1999 and zoned AG. It was rezoned from AG to C-2 on October 2nd, 2000.

A master site plan for Coldwater Springs Promenade and final site plans for Major A, Shops B-D, Pad 1, Pad 6, and Office A-G (DR-06-8) were approved by Council on May 7, 2007.

SUMMARY OF REQUEST:

1. The applicant is proposing to subdivide the subject site into 10 parcels.
2. The applicant has sold an additional tract to the City of Avondale for the purpose of a well site.
3. The well site access, maintainance and transmission eastments will be dedicated.
4. Varying width roadway easements and an 8 foot Public Utility Easement (PUE) will be provided along Van Buren Street and Avondale Boulevard.
5. A cross-access easement to the property to the south of the subject site will be dedicated through a seperate document.

PARTICIPATION:

Public notification and public hearing are not required for final plats.

ANALYSIS:

The proposed plat is consistant with the General Plan and the Zoning for the area. The plat is in conformance with the City of Avondale Subdivision Regulations.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the final plat subject to the following stipulation:

The recorded plat shall be in conformance with the final plat date stamped April 10, 2008.

PROPOSED MOTION:

I move that the City Council **APPROVE** Application FP-07-11, the final plat for Coldwater Springs Promenade subject to the staff recommended stipulation.

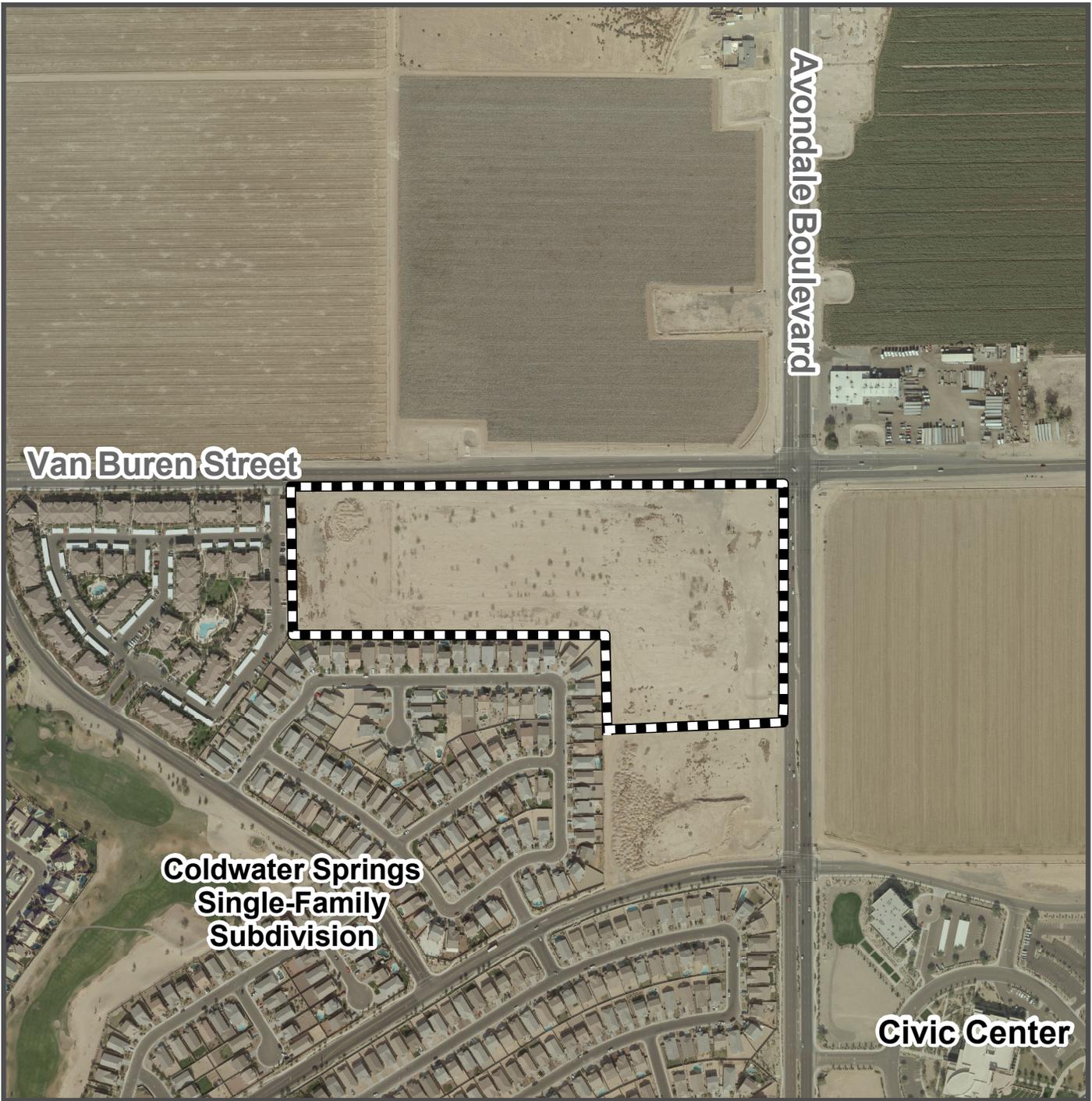
ATTACHMENTS:

Click to download

📎 [FP-07-11](#)

PROJECT MANAGER:

John Vater, Planner (623) 333-4014

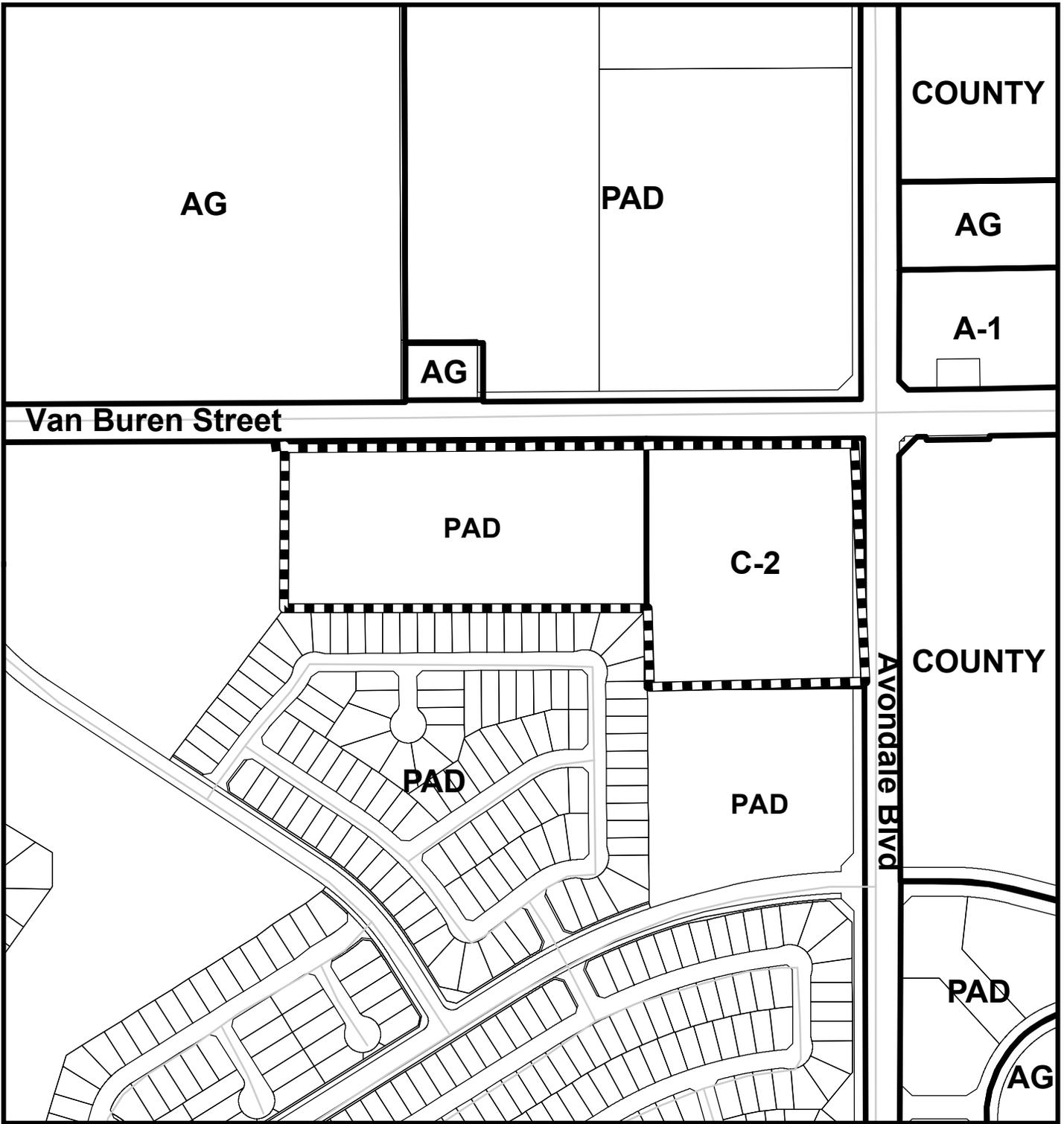


**Air Photo 2008
FP-07-11**



Subject Site





**Zoning Vicinity Map
FP-07-11**



Subject Property



SUMMARY OF RELATED FACTS

APPLICATION FP-07-11

<i>THE PROPERTY</i>	
PARCEL SIZE	19.97 acres
LOCATION	Southwest Corner of Avondale Boulevard and Van Buren Street
PHYSICAL CHARACTERISTICS	Site is relatively flat
EXISTING LAND USE	Vacant
EXISTING ZONING	Planned Area Development District (PAD) and Community Commercial (C-2)
ZONING HISTORY	The western parcel was rezoned from Agricultural (AG) to Planned Area Development (PAD) on March 17, 1997; the eastern parcel was rezoned from Agricultural (AG) to Community Commercial (C-2) on October 2, 2000
DEVELOPMENT AGREEMENT	The Development Agreement for the western portion of this property was approved in 1997. There are no outstanding issues affecting this proposal.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Vacant, zoned PAD (Avondale Towne Center)
EAST	Agricultural , Maricopa County
SOUTH	Vacant, zoned PAD (Coldwater Springs)
WEST	Multi-family residential, zoned PAD (Coldwater Springs)
<i>GENERAL PLAN</i>	
The subject property is designated as Commercial on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton and Tolleson Union Schools
ELEMENTARY SCHOOLS	Collier Elementary (K-8)
HIGH SCHOOL	La Joya Community High School

STREETS

Van Buren Street

Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	One travel lane and ½ center turn lane.
Standard half street improvements	Three travel lanes, bike lane, curb and gutter, detached sidewalk, street lights, and landscaping.

Avondale Boulevard

Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2.5 paved travel lanes, curb, gutter, and partial sidewalk.
Standard half street improvements	2.5 paved travel lanes, bike lane, curb, gutter, sidewalk, street lights and landscaping.

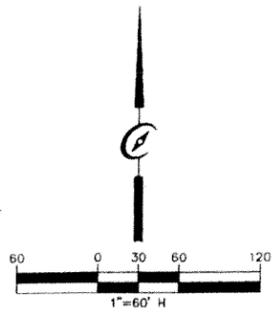
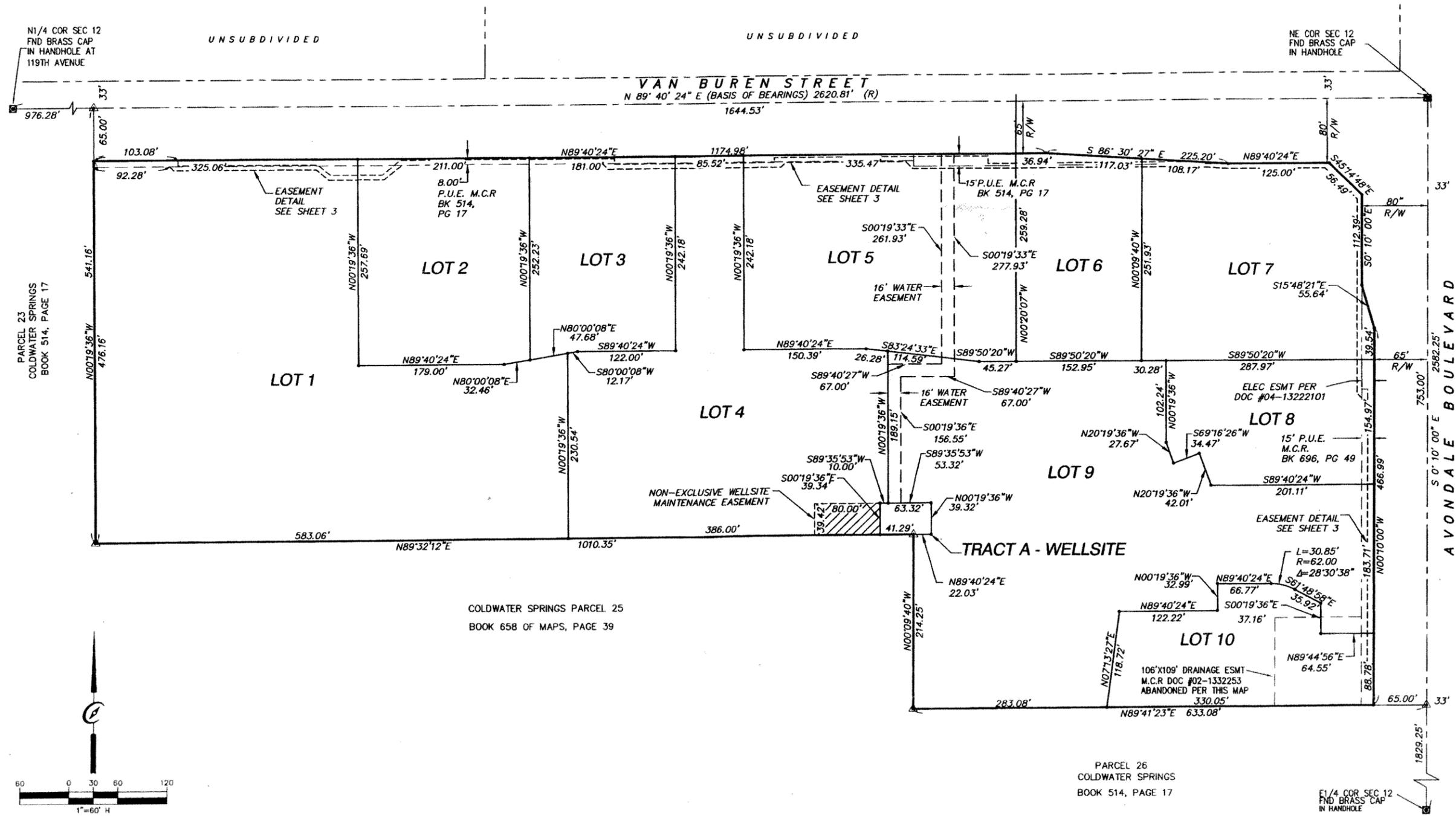
UTILITIES

Water connection will be provided to existing a 16-inch water line in Van Buren Street and a 24-inch water line in Avondale Boulevard.

Wastewater will be connected to an existing 18-inch sewer line in Avondale Boulevard.

COLDWATER SPRINGS PROMENADE FINAL PLAT

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, STATE OF ARIZONA.



DATE	DESCRIPTION	REVISIONS

FINAL PLAT
COLDWATER SPRINGS
PROMENADE
AVONDALE, ARIZONA

Metro/Land Consultants, LLC

1850 N. CENTRAL AVE., SUITE 525 PHOENIX, AZ 85004 P.H. 602-993-2030 FAX 602-993-2031

DESIGN: WSF	DATE: MAR 2008
CHECKED: MJT	

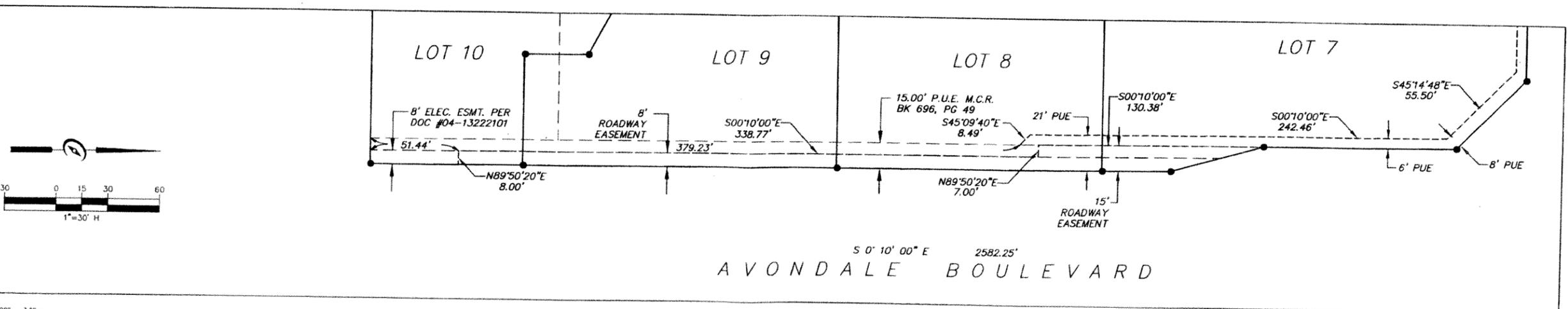
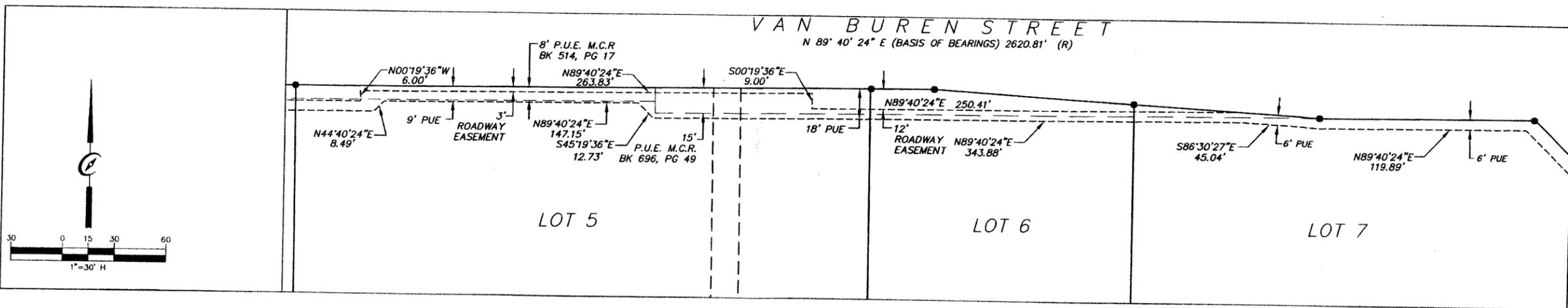
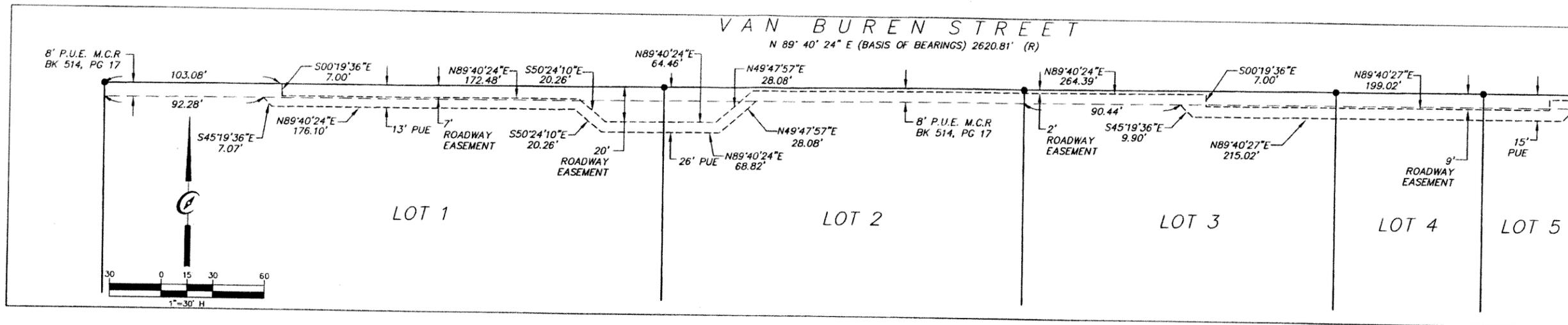
SEAL

METRO/LAND CONSULTANTS, LLC
25090
MICHAEL J. THOMPSON
3-28-08
EXPIRES 3-31-10

FOR SIGNATURE AND SEAL SEE BLUE STARS
CALL FOR THE BLUE STARS
602-263-1100
Blue Stake Center
CALL COLLECT

JOB NO. 06-003
SHEET 2 OF 3

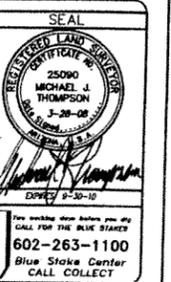
COLDWATER SPRINGS PROMENADE FINAL PLAT EASEMENT DETAILS



DATE	DESCRIPTION	REVISIONS

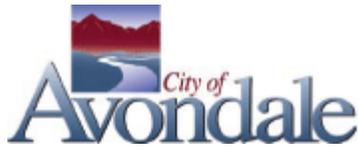
FINAL PLAT
COLDWATER SPRINGS PROMENADE
 AVONDALE, ARIZONA

Metro/Land Consultants, LLC
 1850 N. CENTRAL AVE., SUITE 525 PHOENIX, AZ 85004 PH. 602-393-2030 FAX 602-393-2031
 DESIGN: MICHAEL J. THOMPSON
 CHECKED: MJT
 DRAFTING: WSF
 DATE: MAR 2008



JOB NO. 06-003
SHEET 3 OF 3

Mar 27, 2008 - 3:28pm
Q:\065-06\06-003 Van Buren & 115th Ave\DWG\PLAT\06-003 FINAL PLAT CLEAN.dwg



DEVELOPMENT SERVICES

SUBJECT:

Final Plat - Plaza 137 - FP-07-4

MEETING DATE:

June 2, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Final plat for Plaza 137

PARCEL SIZE: 1.45 acres

LOCATION: North of Plaza Circle Drive between 137th Avenue and Osborn Road

APPLICANT: Landis Elliott, Bade Companies

OWNER: Roy Bade, 137 Investments, LLC

BACKGROUND:

The subject property was annexed into the City on May 26, 1981 and is designated as Commercial in the General Plan Land Use Map.

The property has been zoned Community Commercial (C-2) since 1997.

This property was subdivided through the Maricopa County Assessor's Office without processing a final plat through the City of Avondale as required in the City's Subdivision Regulations.

SUMMARY OF REQUEST:

1. The Applicant is seeking to bring their parcel (Parcel 1) into conformance with the City of Avondale's Subdivision Regulations by creating a final plat.
2. The Applicant is also platting seven adjacent parcels (Parcels 2-8), on behalf of the adjacent owners, so that said parcels will also conform with the City's Subdivision Regulations.
3. Two exception parcels are noted: A parcel owned by the United States Postal Service and a medical office condominium development (Litchfield Park Plaza Office Condominium FP-07-5), platted separately and approved by the City Council on January 7, 2008.
4. A roadway easement is required at the intersection of 137th Avenue and Plaza Circle Drive.
5. An eight foot public utility easment is required adjacent to 137th Avenue and Plaza Circle Drive.

PARTICIPATION:

Public notifications and public hearings are not required for final plats.

ANALYSIS:

1. The proposed plat is consistent with the General Plan and the Zoning for Plaza 137.
2. The proposed plat is in conformance with the City of Avondale Subdivision Regulations.

RECOMMENDATION:

Staff recommends that the City Council APPROVE the final plat subject to the following stipulation:

1. The recorded plat shall be in conformance with the final plat dated April 11, 2008.

PROPOSED MOTION:

I move that the City Council **APPROVE** Application FP-07-4, a final plat for Plaza 137 subject to the recommended staff stipulation.

ATTACHMENTS:

Click to download

 [FP-07-4 Exhibits](#)

PROJECT MANAGER:

John Vater, Planner (623) 333-4014



**Air Photo 2008
FP-07-4**

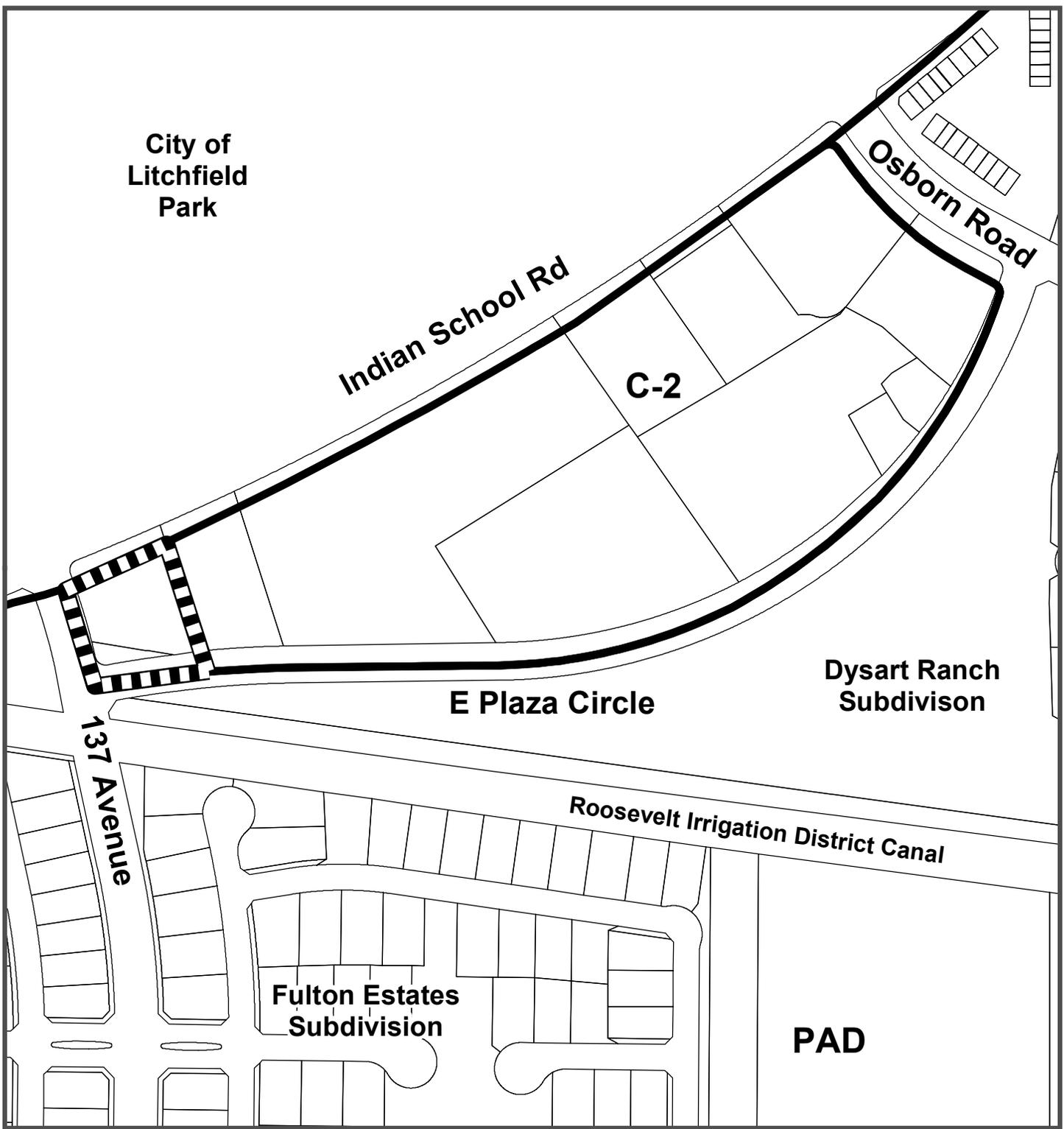


Plaza 137

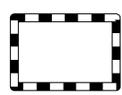


Adjacent Parcels Plated





**Zoning Vicinity Map
Plaza 137
FP-07-4**



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION FP-07-4*

<i>THE PROPERTY</i>	
PARCEL SIZE	1.45 Acres
LOCATION	NEC of 137 th Avenue and Plaza Circle Drive
PHYSICAL CHARACTERISTICS	Vacant land
EXISTING LAND USE	Vacant land
EXISTING ZONING	Community Commercial (C-2)
ZONING HISTORY	Zoned C-2 since 1997
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	City of Litchfield Park - residential
EAST	PAD – Dysart Ranch single-family residential
SOUTH	PAD – Fulton Estates single-family residential
WEST	City of Litchfield Park - residential

<i>GENERAL PLAN</i>
The property is designated as Commercial on the General Plan Land Use Map.

<i>STREETS</i>	
Indian School Road	
Classification	Arterial
Existing half street ROW	Varies – 62 to 72 feet
Standard half street ROW	75 feet (MCDOT requested 95 feet here)
Existing half street improvements	1 travel lane, curb and gutter
Standard half street improvements	5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
E Plaza Circle	
Classification	Private
Existing half street ROW	35 feet
Standard half street ROW	40 feet
Existing half street improvements	1 travel lane, curb and gutter, sidewalks, street lights
Standard half street improvements	1 travel lane, curb and gutter, sidewalks, street lights

UTILITIES

A 24-inch waterline exists in Indian School Road across the entire width of the subject property's Indian School Road frontage. A 12-inch waterline exists in Osborn Road coming from the east and ending approximately at the Dysart Ranch drainage canal.

At 12-inch LPSCO wastewater line exists in Indian School Road across the entire width of the subject property's frontage.

FINAL PLAT

FOR

PLAZA 137

AN EIGHT (8) LOT SUBDIVISION OF A PORTION OF THE NORTH HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT 137 INVESTMENTS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, SUNSET MEDICAL REAL ESTATE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LITTLE GUY INVESTMENTS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LITCHFIELD ELEMENTARY SCHOOL DISTRICT NUMBER 79 AND NOLKS35ONS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS LEGAL OWNERS OF A PORTION OF THE NORTH HALF OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT OF PLAZA 137, AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND 137 INVESTMENTS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, SUNSET MEDICAL REAL ESTATE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LITTLE GUY INVESTMENTS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, LITCHFIELD ELEMENTARY SCHOOL DISTRICT NUMBER 79 AND NOLKS35ONS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH, THE STREETS AND THE PUBLIC UTILITY EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF:

137 INVESTMENTS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO AFFIXED THEIR SIGNATURES THIS _____ DAY OF _____, 2008.

BY: _____
ROY J. BADE, PRESIDENT

SUNSET MEDICAL REAL ESTATE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO AFFIXED THEIR SIGNATURES THIS _____ DAY OF _____, 2008.

BY: _____
BENADETT FRANCOIS M.D., PRESIDENT

LITTLE GUY INVESTMENTS, AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO AFFIXED THEIR SIGNATURES THIS _____ DAY OF _____, 2008.

BY: _____
CHANT H. MANOUKINAN, MANAGING MEMBER

LITCHFIELD ELEMENTARY SCHOOL DISTRICT NO. 79, HAS HEREUNTO AFFIXED THEIR SIGNATURES THIS _____ DAY OF _____, 2008.

BY: _____
WENDY D. QUALLS, BUSINESS MANAGER

NOLKS35ONS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO AFFIXED THEIR SIGNATURES THIS _____ DAY OF _____, 2008.

BY: _____
ALAN NOELCK, MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2008, THE FOLLOWING PERSON APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC:

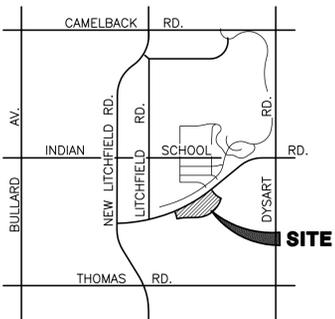
ALAN NOELCK, WHO ACKNOWLEDGED THAT HE, AS MANAGER OF NOLKS35ONS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

PLAZA 137	
BADE COMPANIES	
9059 W Lake Pleasant Pkwy, Suite 300 Peoria, AZ 85382 PH. (623) 388-4501 • FAX (623) 388-4502	
 ATHERTON ENGINEERING, INC. Civil Engineers and Land Surveyors 1203 E. MEADOWBROOK AVE, PHOENIX, AZ 85014-4028 (602) 279-7331 • FAX (602) 230-1908	DRAWN BY: JRA DESIGNED BY: RBA CHECKED BY: RBA SCALE: N/A DATE: 04/11/08 JOB NO.: 07-32 SHEET No.: <div style="text-align: center; font-size: 24pt; font-weight: bold;">1</div> SHEET 1 OF 2



VICINITY MAP
N.T.S.



GENERAL NOTES

- TYPE OF SUBDIVISION - COMMERCIAL
- THE RIGHT-OF-WAY WHICH IS SHOWN HEREON IS DEDICATED TO THE PUBLIC FOR THE FOLLOWING PURPOSES:
 - TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND USE AS A PUBLIC STREET HEREON.
 - THE PUBLIC UTILITY EASEMENT (P.U.E.) WHICH IS SHOWN HEREON IS CONVEYED TO THE PUBLIC TO LOCATE, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND USE WATER LINES, SEWER LINES, DRAIN LINES AND OTHER UTILITY LINES IN, ON AND UNDER SUCH EASEMENT.
- ALL NEW AND RELOCATED UTILITIES ARE TO BE INSTALLED UNDERGROUND EXCEPT THOSE ELECTRIC LINES EXCEPTED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER U-48.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO PUBLIC UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
- ALL LOTS WITHIN THIS DEVELOPMENT ARE SUBJECT TO THE PROVISIONS OF THE "COMMON AREA AGREEMENT" DATED JANUARY 1, 1983 AND RECORDED IN DOCKET 83-030321. SUCH AGREEMENT PROVIDES FOR SHARED COSTS IN MAINTAINING THE COMMON AREA AS DEFINED IN THE AGREEMENT AND FOR CROSS ACCESS EASEMENTS IN ADDITION TO OTHER PROVISIONS.
- ALL LOTS WITHIN THIS DEVELOPMENT ARE SUBJECT TO THE PROVISIONS OF "COMMON AREA MAINTENANCE AGREEMENT BYLAWS" AS RECORDED IN DOCKET 2003-1319424. SUCH AGREEMENT PROVIDES FOR SHAVED COSTS IN MAINTAINING THE COMMON AREA, CROSS ACCESS EASEMENTS AND SHARED PARKING.

DEVELOPER

BADE COMPANIES
9059 W. LAKE PLEASANT PKWY, SUITE 300
PEORIA, ARIZONA 85382
CONTACT: ROY J. BADE
PHONE: (623)-388-4501
FAX: (623)-388-4502

NOTES

- ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY LITCHFIELD PARK PLAZA INVESTORS.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2008, THE FOLLOWING PERSON APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC:

ROY J. BADE, WHO ACKNOWLEDGED THAT HE, AS PRESIDENT OF 137 INVESTMENTS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2008, THE FOLLOWING PERSON APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC:

BENADETT FRANCOIS M.D., WHO ACKNOWLEDGED THAT SHE, AS PRESIDENT OF SUNSET MEDICAL REAL ESTATE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2008, THE FOLLOWING PERSON APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC:

CHANT H. MANOUKINAN, WHO ACKNOWLEDGED THAT AS MANAGING MEMBER OF LITTLE GUY INVESTMENTS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2008, THE FOLLOWING PERSON APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC:

WENDY D. QUALLS, WHO ACKNOWLEDGED THAT SHE, AS BUSINESS MANAGER OF LITCHFIELD ELEMENTARY SCHOOL DISTRICT NO. 79, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

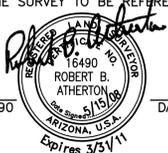
NOTARY PUBLIC

APPROVALS	
APPROVED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 2008.	
MAYOR _____	DATE _____
ATTEST, CITY CLERK _____	DATE _____
CITY ENGINEER _____	DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2008, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REFERENCED.

BY: _____
ROBERT B. ATHERTON, R.L.S. No. 16490 DATE _____



LEGEND

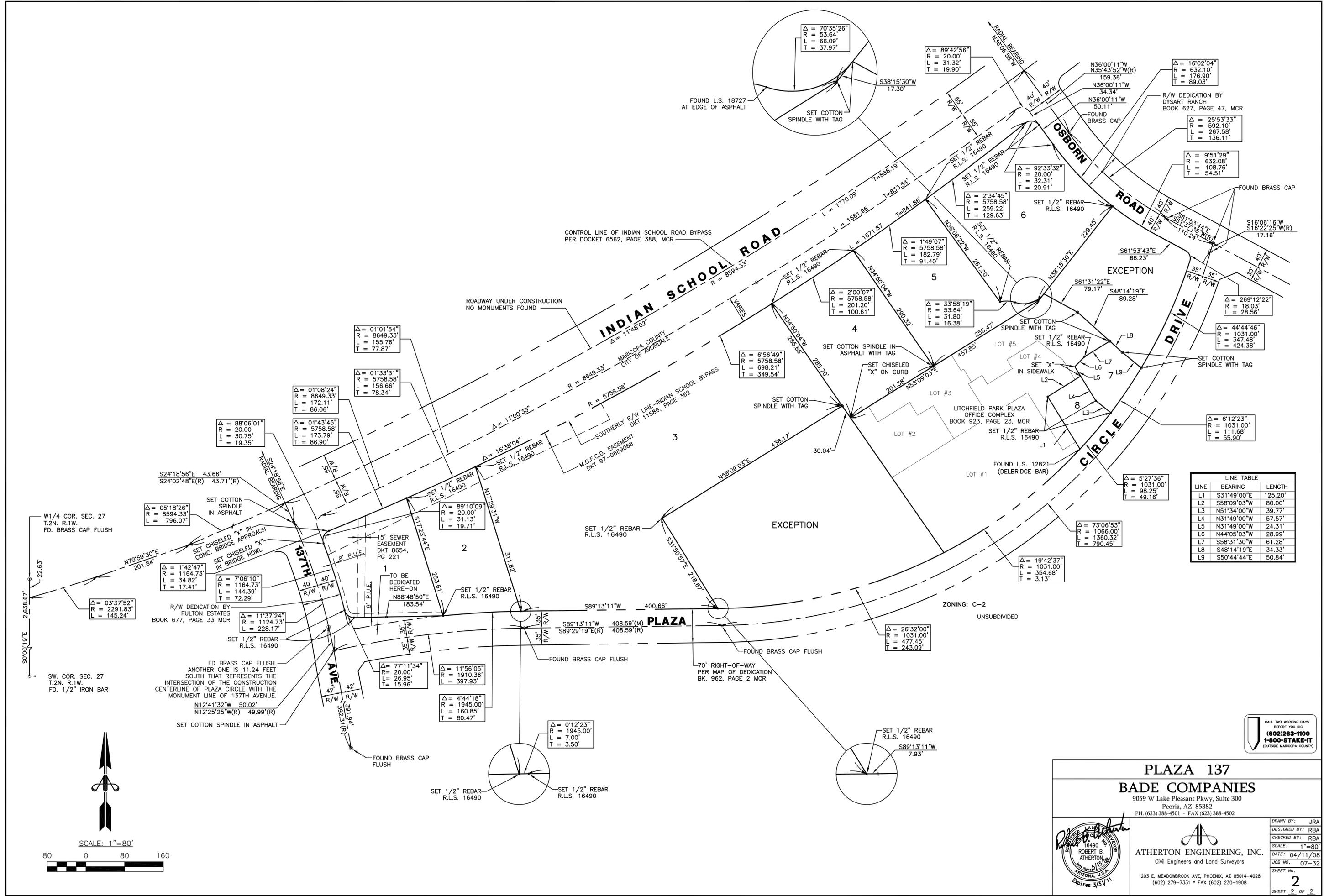
- | | |
|--------------|--|
| AC. | ACRE |
| R/W | RIGHT-OF-WAY |
| T.4N. | TOWNSHIP 4 NORTH |
| R.3E. | RANGE 3 EAST |
| FND. | FOUND |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| M.C.R. | MARICOPA COUNTY RECORDS |
| SEC. | SECTION |
| COR. | CORNER |
| (TYP) | TYPICAL |
| ⊙ | FOUND BRASS CAP |
| ⊙ | FOUND 1/2" REBAR |
| ESMT. | EASEMENT |
| --- | MONUMENT LINE, EXISTING |
| --- | RIGHT-OF-WAY, EXISTING |
| --- | EASEMENT LINE |
| B.C. | BRASS CAP |
| B.C. IN H.H. | BRASS CAP IN HAND HOLE |
| --- | SUBDIVISION BOUNDARY |
| --- | RIGHT-OF-WAY/PROPERTY LINE, PROPOSED |
| ⊙ | FOUND BRASS CAP |
| • | SET 1/2" REBAR W/CAP
RLS. No. 16490 |
| • | SET COTTON SPINDLE |
| R | RADIUS |
| L | LENGTH |
| Δ | DELTA |
| T | TANGENT |
| DKT. | DOCKET |

BASIS OF BEARING

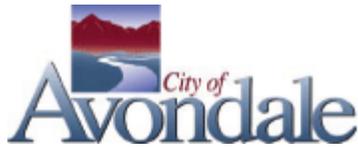
THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, AS SHOWN ON THE RIGHT-OF-WAY DEDICATION MAP AS RECORDED IN BOOK 237, PAGE 13, OF S 00'00"19" E.



Z:\CAD Files\PROJETS\Borner\Bade_Plat_137-1.dwg - Plot - 2008.dwg - Plot - 5/15/2008 7:47:19 AM



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CITY COUNCIL REPORT

SUBJECT:

Resolution 2748-608 - Authorizing Amendment -
Intergovernmental Agreement - Maricopa County
Human Services - Special Transportation Services

MEETING DATE:

June 2, 2008

TO: Mayor and Council

FROM: Kristen Taylor, Transit Program Management Assistant (623)333-1030

THROUGH: Rogene Hill, Assistant City Manager

PURPOSE:

Staff is requesting that the City Council approve an amendment to the resolution increasing an Intergovernmental Agreement (IGA) with Maricopa County Human Services by \$15,000 to operate the Special Transportation Service (STS) Program for FY 2007-2008 bringing the total amount to \$75,000.

BACKGROUND:

The City of Avondale has contracted with the Maricopa County Human Services Department for transportation services for over twenty (20) years. The STS program provides assisted, door-to-door, advance reservation transportation to elderly, low-income, and persons with disabilities at no cost to the user. Trip destinations include medical/dialysis appointments, social service trips, shopping, personal errands, social/recreational activities, employment, and adult day-care.

DISCUSSION:

The City of Avondale has seen an increase in ridership with STS during FY08 primarily due to changes that were allowed to broaden services to include social service trips, shopping, personal errands, social/recreational activities, employment and adult day-care. Previously Avondale only allowed trip destinations for medical or dialysis appointments. STS is also projecting an increase in their rates because of increased fuel and labor costs.

Staff is currently developing a more cost effective alternative to STS for medical and dialysis patients that can be paid out of the ADA allocation of Prop 400. In addition staff is seeking reimbursement for ADA certified riders. Once these changes are in place the program will be evaluated and if costs continue to increase, the former restrictions on transportation destinations may have to be re-imposed.

BUDGETARY IMPACT:

The Transit Division budget can absorb the \$15,000 needed to continue with STS service through Fiscal Year 2008.

RECOMENDATION:

Staff recommends that Council approve a resolution authorizing an amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department Special Transportation Service (STS) Program for FY 2007-2008 in the amount of \$15,000.

ATTACHMENTS:

Click to download

 [RES - 2748-608](#)

RESOLUTION NO. 2748-608

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR SPECIAL TRANSPORTATION SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the First Amendment to the Intergovernmental Agreement between the City of Avondale and Maricopa County relating to funding for special transportation services for senior citizens and handicapped individuals (the "Amendment") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, June 2, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, Acting City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2748-608

[Amendment]

See following page.

**AMENDMENT TO THE CONTRACT
BETWEEN
MARICOPA COUNTY
By and Through
THE HUMAN SERVICES DEPARTMENT
And
THE CITY OF AVONDALE**

- I. The purpose of this Amendment is to increase the funding for FY 2008 by \$15,000 (from \$60,000.00 to \$75,000.00).
- II. The effective date for this Amendment is April 1, 2008.
- III. The foregoing paragraphs contain all changes made by this Amendment. All other terms and conditions of the original contract remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment.

Approved by:

Approved by:

CITY:
CITY OF AVONDALE

CONTRACTOR:
MARICOPA COUNTY

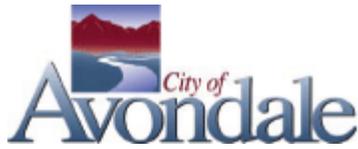
Authorized Signature

Andrew Kunasek
Chairman
Board of Supervisors

Date: _____

Date: _____

Fran McCarroll
Clerk of the Board



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1314-608 - Accepting a Water Easement along the north side of Van Buren St. between 101st Ave. and 103rd Ave.

MEETING DATE:

June 2, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting a waterline easement along the north side of Van Buren Street between 101st Avenue and 103rd Avenue to allow the construction of a waterline and water quality monitoring station for the City of Avondale.

DISCUSSION:

The City is preparing to construct a waterline in Van Buren Street from 105th Avenue to 101st Avenue in an effort to convey additional water supplies to commercial/warehouse facilities in this area. Currently, there is only 33' of right-of-way which is insufficient to construct the waterline and water quality monitoring station that is needed. The owner of the property has agreed to grant a waterline easement outside of the existing right-of-way sufficient to construct the City facilities (see vicinity map). Right-of-way will be obtained over this area in the future when the property's zoning has been completed and a plat prepared. The waterline easement will be adequate for the waterline construction at this time.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance accepting a waterline easement to the City along the north side of Van Buren Street between 101st Avenue and 103rd Avenue to allow the construction of a waterline and water quality monitoring station for the City of Avondale.

ATTACHMENTS:

Click to download

[ORD - 1314-608](#)

[Vicinity Map](#)

ORDINANCE NO. 1314-608

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR PUBLIC USE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That \pm 0.972 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 102-54-001E, generally located north of Van Buren Street, west of 101st Avenue, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from 101st & Van Buren Partners, L.L.P., an Arizona limited liability partnership, for use as a waterline easement.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, June 2, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, Acting City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1314-608

[Legal description of acquisition portion of APN 102-54-001E]

See following page.

Legal Description
Waterline Easement along Van Buren Street

The South 32 feet of the following parcel as recorded in docket 20060620056 of the official records of Maricopa County, Arizona.

That portion of the West half of the Southeast quarter of Section 5, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the East quarter corner of said Section 5;

Thence South 89 degrees 13 minutes 11 seconds West along the North line of said Southeast quarter of said Section 5, a distance of 1319.54 feet to the Northeast corner of said West half;

Thence South 00 degrees 03 minutes 54 seconds West along the East line of said West half, a distance of 1319.52 feet, to the Point of Beginning;

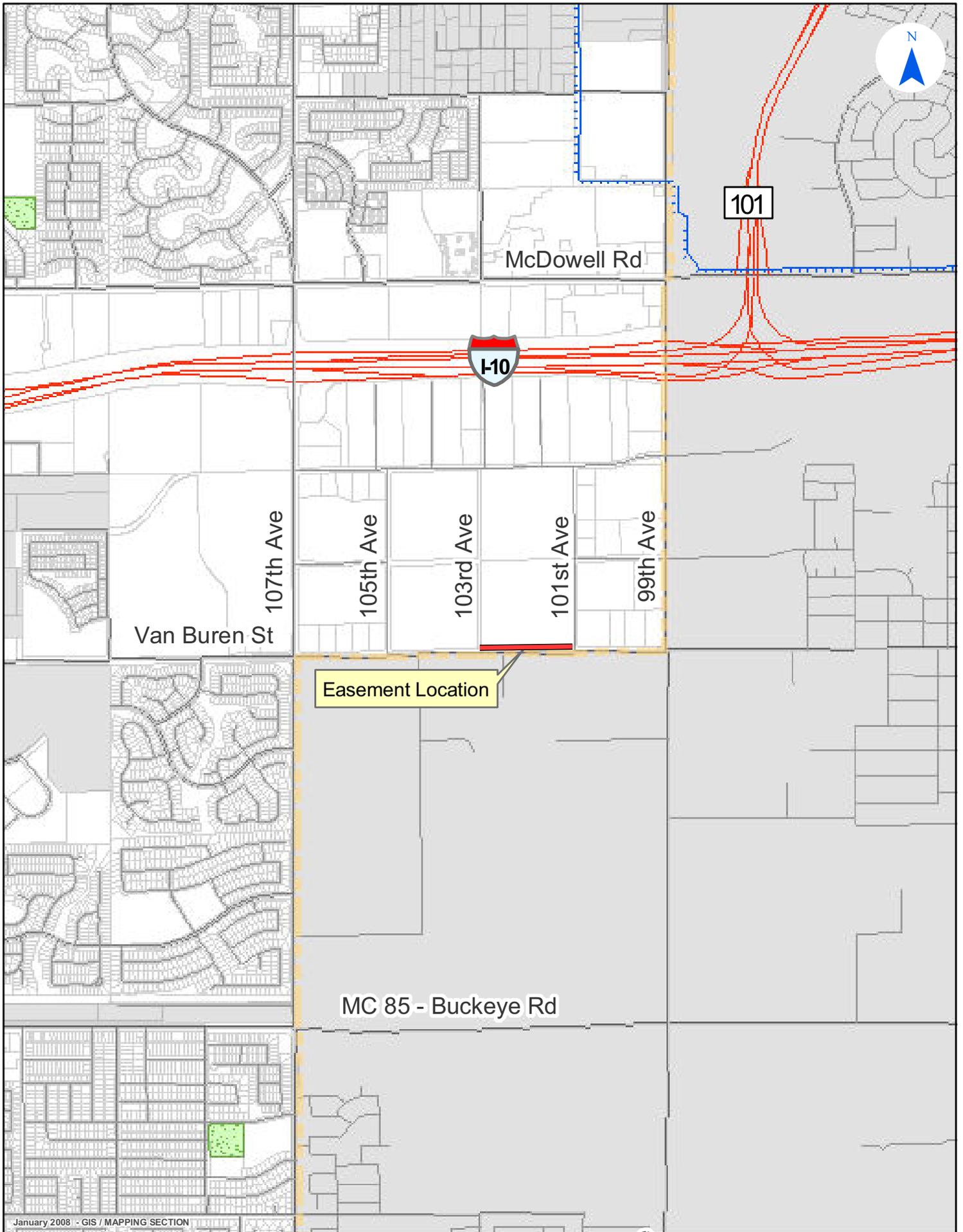
Thence continuing South 00 degrees 03 minutes 54 seconds West along the East line of said West half, a distance of 1286.72 feet to a point on the Northerly right-of-way line of Van Buren Street;

Thence South 89 degrees 15 minutes 13 seconds West along said right-of-way, parallel to and 33.00 feet North of the South line of said Southeast quarter, a distance of 1322.48 feet to a point on the West line of said West half;

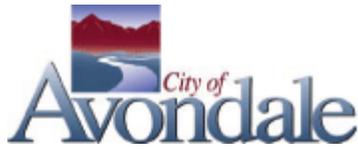
Thence North 00 degrees 07 minutes 48 seconds East along said West line, a distance of 1286.47 feet;

Thence North 89 degrees 14 minutes 19 seconds East, a distance of 1321.03 feet to the Point of Beginning;

VICINITY MAP



January 2008 - GIS / MAPPING SECTION



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1315-608 - Right-of-Way dedication - Mark and Janet Shapiro - NEC of Eliseo C. Felix Way and Riley Drive.

MEETING DATE:

June 2, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623)333-4011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance to accept the dedication of a parcel of land at the northeast corner of Eliseo C. Felix Way and Riley Drive for right-of-way from Mark A. Shapiro and Janet Marie Shapiro and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

DISCUSSION:

A Minor Land Division was done for the area at the south end of Eliseo C. Felix Way in 2004. There was an agreement made at that time with the property owner, that the additional right-of-way needed at the corner would be dedicated when the property there was developed. The owner of the property on this corner is still paying taxes on it and is requesting to dedicate it at this time.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance to accept the dedication of a parcel of land at the northeast corner of Eliseo C. Felix Way and Riley Drive for right-of-way from Mark A. Shapiro and Janet Marie Shapiro and authorize the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

ATTACHMENTS:

Click to download

[ORD - 1315-608](#)

[Vicinity Map](#)

ORDINANCE NO. 1315-608

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS PUBLIC RIGHT-OF-WAY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That \pm 0.003 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 500-26-002H, generally located east of Eliseo C. Felix Jr. Way, north of Riley Drive, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Mark A. Shapiro and Janet Marie Shapiro and DWT, L.L.C, an Arizona limited liability company, for use as public right-of-way.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, June 2, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, Acting City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1315-608

[Legal description and map of acquisition portion of APN 500-26-002H]

See following pages.

Legal Description for Right-of-Way

That portion of the Northeast quarter of the Southwest quarter of Section Eleven (11), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Center of said Section;

Thence along the North line of the Southwest quarter of said Section, North 89 degrees 20 minutes 12 seconds West (record), North 89 degrees 20 minutes 46 seconds West (measured), a distance of 1,320.12 feet to a point on the monument line of Eliseo C. Felix Jr. Way;

Thence South 00 degrees 01 minutes 18 seconds East along said monument line, a distance of 1,281.59 feet;

Thence South 89 degrees 48 minutes 29 seconds East a distance of 30.00 feet to a point at the intersection of the East Right-of-Way line of Eliseo C. Felix Jr. Way and the North Right-of-Way line of Riley Drive, said point also being the TRUE POINT OF BEGINNING;

Thence North 00 degrees 01 minutes 18 seconds West along said East Right-of-Way line a distance of 15.00 feet;

Thence South 44 degrees 54 minutes 34 seconds East a distance of 21.25 feet to a point on the North Right-of-Way line of Riley Drive;

Thence North 89 degrees 48 minutes 29 seconds West along the aforementioned North Right-of-Way a distance of 15.00 feet to the TRUE POINT OF BEGINNING.

Area = 112 SF or 0.00258 Acres

Prepared by: AEC Consultants, Inc.
1710 E. Indian School Rd., Ste. 100
Phoenix, Arizona 85016
(602) 264-1427

Date: March 9, 2005

AEC Job No. 02121



Expires 3/19/09

FND BRASS CAP FLUSH
NW CORNER NE 1/4
SW 1/4 SEC. 11 T1N R1W

N89°20'46"W (M)
N89°20'12"W (R) 1320.12'

NORTH LINE OF THE
SOUTHWEST 1/4
SECTION 11, T1N, R1W

CENTER OF
SECTION 11, T1N, R1W
POINT OF COMMENCEMENT

EAST R/W LINE

ELISEO C. FELIX JR. WAY

1281.59'

500'01'18" E

44.89'

N00°01'18"W

WEST LINE NE 1/4 SW 1/4,
SECTION 11

N89°48'29"W 44.89'

FND BRASS CAP FLUSH
SW CORNER NE 1/4
SW 1/4 SEC. 11
T1N R1W

SOUTH LINE NE 1/4
SW 1/4 OF SEC. 11

RILEY DRIVE
BASIS OF BEARING

S89°48'29"W 750.79'

SE CORNER NE 1/4 SW1/4
SEC. 11 T1N R1W

N00°01'18"W

15.00'

N89°48'29"W
15.00'

POINT OF
BEGINNING

N89°48'29"W 30.00' R/W

15.00'

NORTH R/W LINE

30.00' R/W



N.T.S.

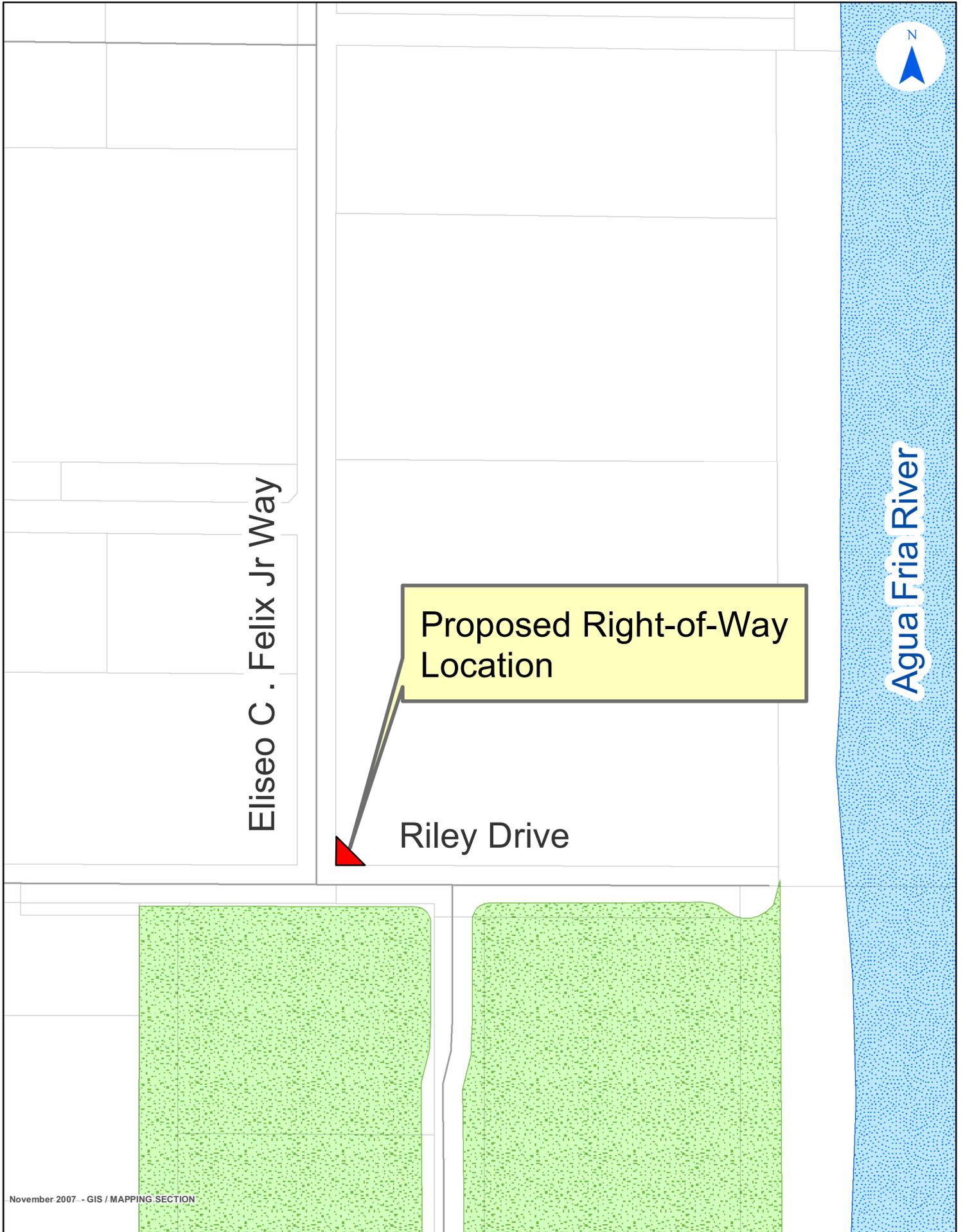
AREA = 112 SF
or 0.00258 Acres

A.E.C. CONSULTANTS

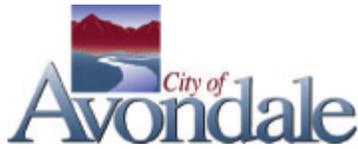
1710 east indian school road suite 100
phoenix, arizona 85016
phone (602) 264-1427 (602) 230-7221 fax

EXHIBIT "A"
Page 2 of 2

VICINITY MAP



November 2007 - GIS / MAPPING SECTION



CITY COUNCIL REPORT

SUBJECT:
Ordinance 1313-608 - Accepting Drainage Easement -
9th Street Improvements

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: David Fitzhugh, P.E., Interim City Engineer, 623-333-4211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of a drainage easement that is necessary to facilitate the paving of 9th Street from Western Avenue to Riley Drive, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the appropriate documentation.

BACKGROUND:

The City's Economic Development Department is in the process of negotiating the sale of City owned property. As part of the sales agreement the City has agreed to construct 9th Street improvements.

DISCUSSION:

Staff recently completed the design for street improvements and determined that there is not enough space within the right-of-way to construct drainage facilities and street improvements. Permanent drainage features will need to be installed on this parcel which will remain in place unless development changes the historical drainage pattern. With this, there is a need for a drainage easement on this parcel. The property owner has agreed to grant a drainage easement on the parcel adjacent to this project (see attached) at no cost to the City.

Staff has reviewed and approved the legal description. The parcel addressed in this report is located along the west side of 9th Street and is as follows:

<u>Property Owner</u>	<u>Address/Parcel No.</u>
VW Avondale I LLC	500-21-019

BUDGETARY IMPACT:

Accepting the dedication of the drainage easement will have no budgetary impact on the City.

RECOMENDATION:

Staff recommends that the City Council adopt an ordinance accepting the dedication of a drainage easement that is necessary to facilitate the paving of 9th Street from Western Avenue to Riley Drive, and authorize the Mayor or City Manager, City Clerk and City Attorney to take all the necessary steps and execute the appropriate documentation.

ATTACHMENTS:

Click to download

[ORD - 1313-608](#)

[9th Street Vicinity Map](#)

ORDINANCE NO. 1313-608

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR PUBLIC USE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That ± 0.009 acres of real property, being a portion of Maricopa County Assessor's Parcel No. 500-21-019, generally located north of Western Avenue, west of 9th Street, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from VW Avondale I, LLC, an Arizona limited liability company, for use as a drainage easement.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, June 2, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, Acting City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1313-608

[Legal Description and Map of acquisition portion of APN 500-21-019]

See following pages.

9th STREET PERMANENT DRAINAGE EASEMENT
A.P.N. 500-21-019

A Parcel of land situated in a portion of the Southwest Quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 11, monumented by a Brass Cap Flush bearing South 00 degrees 01 minutes 01 seconds West, a distance of 2644.66 feet from the West Quarter corner of said Section 11, monumented by a Brass Cap in Handhole;

THENCE North 00 degrees 01 minute 01 seconds East, along the West line of the Southwest quarter of said Section 11, a distance of 100.00 feet to the North right of way line of Western Avenue;

THENCE departing said West line, North 89 degrees 43 minutes 39 seconds East, along said right of way line, a distance of 127.80 feet;

THENCE North 74 degrees 51 minutes 06 seconds East, along said right of way line, a distance of 385.66 feet;

THENCE North 89 degrees 43 minutes 39 seconds East, along said right of way line, being parallel to and 199.00 feet North of the South line of said Section 11, a distance of 543.50 feet to the Southwest corner of the parcel as recorded in Book 882 of maps, Page 20, Maricopa County Recorders Office;

THENCE departing said right of way line, North 00 degrees 01 minutes 01 seconds East, a distance of 36.19 feet to the POINT OF BEGINNING;

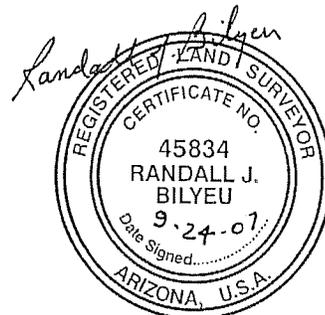
THENCE North 89 degrees 58 minutes 49 seconds West, a distance of 20.00 feet;

THENCE North 00 degrees 01 minutes 01 seconds East, a distance of 20.00 feet;

THENCE South 89 degrees 58 minutes 49 seconds East, a distance of 20.00 feet;

THENCE South 00 degrees 01 minutes 01 seconds West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing a computed area of 400 square feet or 0.0092 acres, more or less.
The attached Exhibit "A" is to be included and made part of this description.



A.P.N. 500-21-019

DYSART ROAD

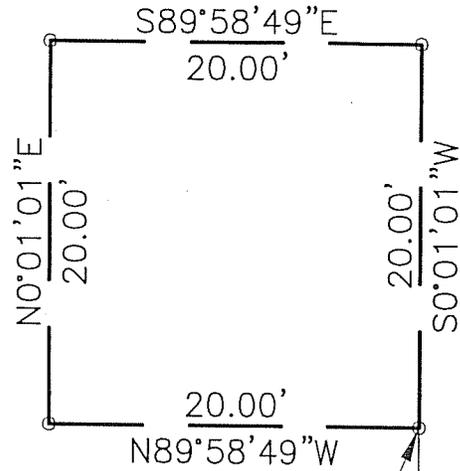
500'01'01" W 2644.66' BASIS OF BEARINGS
N00'01'01" E 100.00'

West Quarter corner of Section 11
Township 1 North, Range 1 West
Found Brass Cap in Handhole

North right
of way line

West line of the Southwest
Quarter of Section 11

Southwest corner of Section 11,
Township 1 North, Range 1 West
Found Brass Cap Flush



POINT OF BEGINNING

N89°43'39"E 543.50'

WESTERN AVENUE

N74°51'06"E 385.66'

N89°43'39"E 127.80'

Southwest corner of parcel
as described in Book
882 of Maps, Page 20, M.C.R.

N00°01'01"E
36.19'

9TH STREET (Proposed)



NOT TO SCALE

N89°43'39"E



Dibble
Engineering

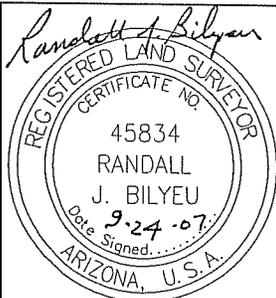


EXHIBIT "A"
9TH STREET PERMANENT
DRAINAGE EASEMENT
A.P.N. 500-21-019

DIBBLE ENGINEERING
JOB NO. 10-0658.1

DATE: SEPT. 24, 2007

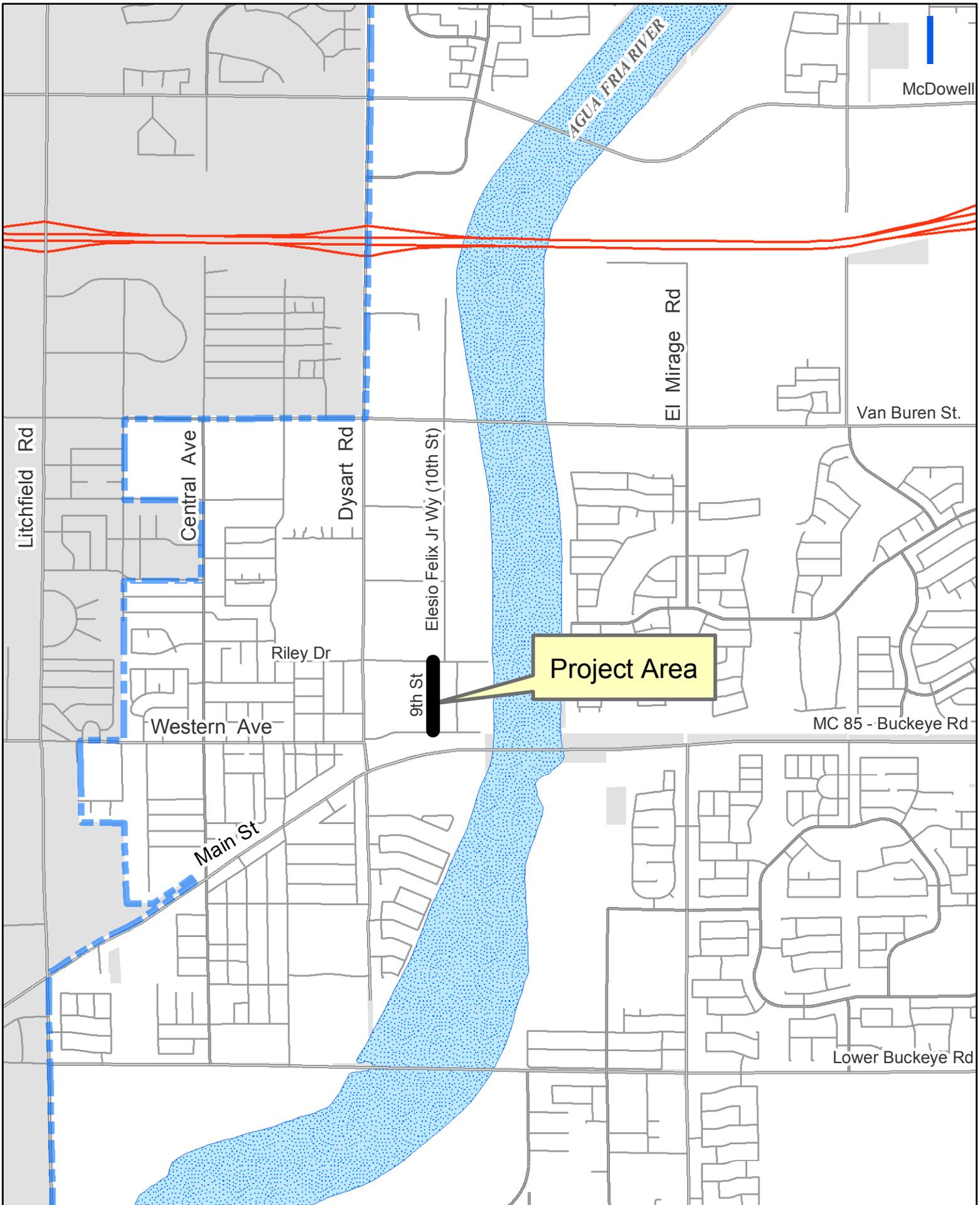
PROJECT NUMBER

DRN: IBM

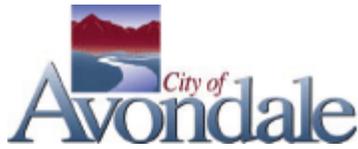
PAGE
2 OF 2

CHK: RJB

VICINITY MAP



City of Avondale
ST 1252 - 9th St Improvement Project



CITY COUNCIL REPORT

SUBJECT:
Ordinance 1312-608 - Amending Chapter 6 of the
Personnel Policies – Workers’ Compensation

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Allen Iampaglia, Risk Manager (623)333-1101
THROUGH: Rogene Hill, Assistant City Manager

PURPOSE:

Staff is requesting Council adoption of an ordinance amending the Personnel Policies and Procedures, Employee Benefits Chapter 6, Item #2 of Section N, which deals with Workers’ Compensation.

BACKGROUND:

Periodically staff reviews the personnel policies and procedures to be sure that the policies are consistent with recent legislation, industry practices and case law. The Risk Management Division reviewed the employee benefits section on workers' compensation and found the current procedures are not in alignment with industry standards making the City's premium rate unnecessarily high. As a result of this review and in discussions with the insurance provider a change in the payment process is recommended. This change updates the workers' compensation policy to eliminate the need for an employee to remit funds to the city.

DISCUSSION:

Currently, the City provides supplemental pay that continues the employee at full pay via the payroll system for active employees on workers' compensation that have completed one full year of employment. As the employee receives workers' compensation payments equal to two-thirds of their pay, up to \$3,000, the employee must remit that payment to the City. Under the proposed policy, employees will no longer receive payments directly from the workers' compensation program and then have to remit those checks back to the City. The employee will continue to receive full pay directly from the City via the payroll system. These changes are recommended for the Workers' Compensation contract language, which will result in substantial savings on the City's premium.

BUDGETARY IMPACT:

Premium savings to the City of \$50,000 per year, less an average of \$3306 per year in funds paid back to the City.

RECOMENDATION:

Staff requests Council approve an Ordinance amending Chapter 6, Item #2 of Section N -Workers’ Compensation.

ATTACHMENTS:

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[ORD - 1312-608](#)

ORDINANCE NO. 1312-608

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE PERSONNEL POLICIES AND PROCEDURES MANUAL, CHAPTER 6, EMPLOYEE BENEFITS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City of Avondale Personnel Policies and Procedures Manual, Chapter 6, Employee Benefits, Section N(2) is hereby amended as follows:

2. An employee receiving temporary disability payments pursuant to the laws related to Workers' Compensation may elect to use accumulated sick leave in order to continue his/her regular income if employed with the City less than one year. Sick leave must be used in increments of not less than eight hours per pay period. ~~All employees receiving funds must remit the funds to the City pursuant to the laws of Workers' Compensation.~~ The purpose of this policy is to ensure that an employee does not suffer economic hardship as a result of his/her injury; however, the employee shall not make a financial gain as a result of his/her injury or illness.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, June 2, 2008.

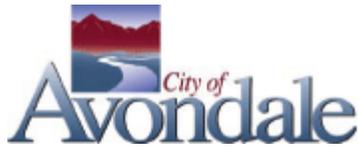
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, Acting City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
Resolution 2747-608 - Amending Council Rules of
Procedure - Posting Locations

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Carmen Martinez, Acting City Clerk (623)333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution amending Section 5.1.B of the Council Rules of Procedures relating to posting locations.

DISCUSSION:

At the worksession of May 12, 2008, Council considered staff's proposal to reduce the number of posting locations.

The City Clerk's staff is responsible for the posting of meeting notices for Council and all of the City's Boards, Commissions and Committees. In addition, staff posts quorum notices for all meetings and events the Mayor and Council are invited to attend. Council last considered this issue in 2004 and designated the following locations:

1. Posting board outside the east and west sides of City Hall
2. Posting board outside the Library Media Center
3. Posting board outside 521 E Western Avenue
4. Posting board inside the Cashion Post Office
5. Posting board at Garden Lakes Elementary School
6. Posting board outside the Avondale Community Center
7. Posting board outside Rancho Santa Fe Elementary School

As was explained on May 12th, staff makes every effort to only post once a week, but due to a variety of circumstances, we often have to post two or three times per week resulting in a considerable amount of staff time spent in this task.

City Clerk's staff encounters the following challenges in order to ensure compliance with the Rules of Procedures as specified above:

- Posting boards have been subject to vandalism rendering those posting locations unavailable until repairs are made.
- Security measures at the schools, specifically Garden Lakes Elementary School, have posed an additional challenge. In order to post, City staff has to go through the office, which means we can only post during the school's office hours and the public does not have access to the posting board.

During the worksession Council was open to the idea of reducing the number of posting locations to the following:

1. Posting board outside the east and west sides of City Hall

2. Posting board outside the Old Town Library
3. Posting board outside Fire Station 172
4. Posting board outside Fire Station 174

RECOMENDATION:

Staff is recommending Council adopt a resolution amending the Council Rules of Procedures relating to posting locations.

ATTACHMENTS:

Click to download

 [RES - 2747-608](#)

RESOLUTION NO. 2747-608

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY COUNCIL RULES OF PROCEDURE RELATING TO POSTING LOCATIONS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City of Avondale, Arizona, City Council Rules of Procedure, Section 5.1(B), Preparation and Posting Notices, is hereby amended as follows:

B. Meeting Notices shall, at a minimum, be posted in the following locations:

1. Posting board outside the east and west sides of City Hall
2. Posting board outside the ~~Library Media Center~~ OLD TOWN LIBRARY
3. ~~Posting board outside 521 E. Western Avenue~~
4. ~~Posting board inside the Cashion Post Office~~
5. ~~Posting board at Garden Lakes Elementary School~~
6. ~~Posting board outside the Avondale Community Center~~
7. ~~Posting board outside Rancho Santa Fe Elementary School~~
3. POSTING BOARD OUTSIDE FIRE STATION 172
4. POSTING BOARD OUTSIDE FIRE STATION 174

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, June 2, 2008.

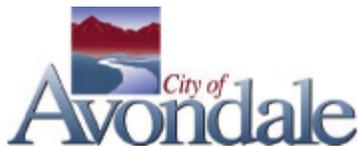
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, Acting City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Intergovernmental Agreement members of the Arizona Water and Wastewater Agency Response Network (AZWARN)

MEETING DATE:

June 2, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will brief the City Council regarding an Intergovernmental Agreement to provide emergency mutual aid among members of the Arizona Water and Wastewater Agency Response Network.

BACKGROUND:

Events such as 9/11, the 2002 Rodeo-Chediski fire, 2003 Mount Lemmon Fire and most recently Hurricane Katrina have shown the need for water and wastewater agencies to create intrastate mutual aid agreements. The Arizona Water & Pollution Control Association (AWPCA), in conjunction with representatives of municipal water/wastewater agencies throughout Arizona recognized the need to create a Statewide mutual aid program, similar to agreements used by local Fire and Police Departments, allowing member utility agencies to provide assistance to participating member agencies in times of need (Utilities helping Utilities).

In early 2007 the AWPCA Utility Council formed a Steering Committee to develop a vision statement and approve the formation of a working committee to develop the Intergovernmental Agreement. Representatives from ten water agencies and representatives from the Arizona Department of Environmental Quality were called to the working committee, which met throughout 2007 to develop the IGA.

DISCUSSION:

The Arizona Water/Wastewater Agency Response Network (AZWARN), program is modeled after a national template created by and is endorsed by eight national water associations, including the American Water Works Association. The AZWARN agreement is similar to WARN agreements already established in twenty two states.

A WARN is a network of utilities helping other utilities to respond to and recover from emergencies. The purpose of a WARN is to provide a method whereby water/wastewater utilities that have sustained or anticipate damage from emergencies can provide or receive assistance in the form of personnel, equipment, materials, and other associated services as necessary from other water/wastewater utilities.

The backbone of the WARN concept is the Mutual Aid and Assistance Agreement. It is in the Agreement where provisions for network activation, reimbursement, liability and other issues are mutually agreed upon by participating agencies. Participation is voluntary, there is no obligation to respond and there is no direct cost to become a member of the network. The framework provides a forum for establishing and maintaining emergency contacts, providing expedited access to specialized resources needed to respond to and recover from emergencies that disrupt water/wastewater agencies, and facilitating training that specifically focuses on the exchange of resources during an emergency.

To date, the following agencies have joined AZ WARN:

- Phoenix
- Metro Water (Tucson)
- Tempe
- Flagstaff
- Pima County

BUDGETARY IMPACT:

Entering into the agreement will have no budgetary impact.

RECOMENDATION:

For information discussion and direction only.

ATTACHMENTS:

Click to download

 [Agreement](#)

**MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT
AMONG MEMBERS OF
THE ARIZONA WATER AND WASTEWATER
AGENCY RESPONSE NETWORK**

This Agreement is made and entered into by and among Municipalities, Municipal Corporations Counties, Districts and Public Agencies that have executed this Agreement to better respond to water and wastewater emergencies.

RECITALS

WHEREAS, municipal corporations within Arizona are authorized to own and operate water distribution and wastewater collection and treatment systems pursuant to A.R.S. § 9-511, and;

WHEREAS, Domestic Water and Wastewater Improvement Districts are authorized to operate water and wastewater facilities pursuant to A.R.S. § 48-909 and A.R.S. § 48-1011 et seq.;

WHEREAS, Pima County is authorized to own and operate a wastewater collection and treatment system pursuant to A.R.S. § 11-264, and;

WHEREAS, Members of the AZWARN recognize the value of cooperative efforts in responding to water and wastewater utility emergencies and intend to look for opportunities to cooperate with local governments, Tribal entities, and federal agencies to meet the need for mutual aid in emergencies; and;

WHEREAS, the signatories to this Agreement are authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952, and;

WHEREAS, one or more members to this Agreement may find it necessary to utilize all of their own resources to cope with a “Local Emergency” a “Government-Declared State of Emergency” or a “Utility emergency” and may require the assistance of another member or other members (collectively, “Member”);

WHEREAS, It is desirable that the manner of financing such cooperative undertakings be resolved in advance of such Emergency; and

WHEREAS, it would be beneficial to have established a plan and procedures in case of Emergencies;

WHEREAS; separate from this Agreement, state resources will be made available in accordance with A.R.S. § 35-192; A.R.S. § 26-303(E) and A.R.S. § 26-311;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Members hereto as follows:

AGREEMENT

Article 1. Purpose

The Members recognize that Emergencies may overwhelm the ability of a water and or wastewater utility to provide services to its customers. These Emergencies may require assistance in the form of personnel, equipment, services, and supplies from outside the area of the impact of the Emergency. Therefore, the Arizona Water and Wastewater Agency Response Network (“AZWARN”) Member utilities hereby establish within the State of Arizona an Intrastate Program for Mutual Assistance (“Mutual Assistance Program”) and create a statewide Arizona Water and Wastewater Agency Response Network (“AZWARN”). Through the Mutual Assistance Program and AZWARN, the Members will coordinate response activities and may share resources during Emergencies. This Agreement sets forth the procedures for the administration of this Mutual Assistance Agreement and AZWARN.

Article 2. Scope

The scope of this Agreement is to (1) provide procedures to notify Members of the need for assistance; (2) provide procedures for Requesting Members to request assistance; (3) provide a mechanism for compensation for resources; and (4) create AZWARN to implement this Agreement.

Article 3. Definitions

- 3.1 Agreement** means this document, the Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network and changes of the agreement as approved by its Members.
- 3.2 Associate:** Any non utility participant, approved by the AZWARN Board, which provides a support role for the AZWARN program. These participants are nonvoting and do not officially sign the AZWARN agreement.
- 3.3 Authorized Designee** means an employee of a Member that is authorized by the Member’s Governing Body to request assistance, offer assistance, or declare Utility Emergencies under this Agreement.
- 3.4 AZWARN (Arizona Water and Wastewater Agency Response Network)** means an organizational body of Member representatives. Each Member has one representative.
- 3.5 AZWARN Board** means the Chairperson and eight other Member representatives elected at large among AZWARN Member representatives. The AZWARN Board shall be formed after the AZWARN Membership exceeds twenty (20).
- 3.6 AZWARN Chairperson** means the Member Representative elected by a majority vote of AZWARN. This person is responsible for chairing AZWARN meetings, giving notices as required by this Agreement and is authorized to execute actions approved by Resolutions of AZWARN.
- 3.7 Backfill** means the salary of replacement personnel who perform the regular duties of other personnel who are deployed under this mutual aid agreement.
- 3.8 Coordinator** means a person assigned by AZWARN to provide services as directed by AZWARN such as managing a website, special communication hub, or grant management.
- 3.9 Costs** mean the actual expenditures of funds by Responding Member, including backfill and indirect costs.

- 3.10 **District** means a domestic water improvement district or domestic wastewater improvement district created pursuant to A.R.S. § 48-1011 et seq.
- 3.11 **Emergency** means a Local Emergency, pursuant to A.R.S. § 26-301(9) or a Governor Declared State Emergency, pursuant to A.R.S. § 35-192 or a Utility Emergency as defined in this Agreement. (Note A.R.S. § 34-604, Emergency Procurement).
- 3.12 **Governing Body** means the legislative body (e.g., city council, board of supervisors, district board or State agencies) elected to manage the affairs of the municipality, municipal corporation, district, county or Public Agency with statutory authority to enter into Mutual Aid Agreements.
- 3.13 **Governor-Declared State Emergency** means a situation where the Governor has declared a state of emergency following a determination of the “existence of conditions of disaster or of extreme peril to the safety of persons or property within the state caused by air pollution, fire, flood or floodwater, storm, epidemic, riot, earthquake or other causes, except those resulting in a state of war emergency, which are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single county, city or town, and which require the combined efforts of the state and the political subdivision,” pursuant to A.R.S. § 35-192.
- 3.14 **Indirect Costs** means 10% of the total expenditures of funds by the Responding Member.
- 3.15 **Local Emergency** means the “existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of a county, city, or town, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of such political subdivision as determined by its Governing Body and which require the combined efforts of other political subdivisions” pursuant to A.R.S. § 26-301(9).
- 3.16 **Member** means a participating governmental entity in the AZWARN.
- 3.17 **National Incident Management System (NIMS)** means the national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- 3.18 **Period of Assistance** means a specified period of time when a Responding Member assists a Requesting Member. It begins with the Requesting Members’ notice of acceptance of aid and ends when either the Responding Member or Requesting Member terminates the aid pursuant to notice provisions of this Agreement.
- 3.19 **Private Utility** means a water or wastewater distribution, collection or treatment facility or system which is not owned or operated by a Governing Body, Municipal Corporation or Water or Wastewater District.
- 3.20 **Requesting Member** means a Member who requests assistance in accordance with the terms and conditions of this Agreement.
- 3.21 **Responding Member** means a Member that responds to a request for assistance in accordance with the terms and conditions of this Agreement.
- 3.22 **Utility** means an Arizona water or wastewater distribution, collection or treatment facility or system owned by a Governing Body, or a municipal corporation, or an Arizona water or wastewater company who is contracting with or licensed by a Governing Body to provide services.
- 3.23 **Utility Emergency** means an incident or event beyond the capability of a member utility but does not amount to or require the need of a declaration of emergency by the Mayor, Chairman of the Board of Supervisors, or the Governor of the State of Arizona. This emergency is declared by the utility’s Authorized Designee. (Note: A.R.S. § 34-604, Emergency Procurement).

Article 4. Implementation

4.1 This Agreement will be implemented through AZWARN. Each Member to the Agreement will select a Member representative who will each have one vote. The Member representatives will elect a Chairperson. When Membership exceeds twenty (20), AZWARN will elect eight (8) Member

representatives to the AZWARN Board. The Chairperson and each AZWARN Board Member will have one vote for Board business. Until such time as membership exceeds twenty (20) Members, AZWARN will serve as the Board.

4.2 AZWARN will meet annually to review this Agreement as well as emergency preparedness and response procedures, recommending changes when necessary. AZWARN Member representatives, and subsequently the AZWARN Board, will adopt resolutions, policies, procedures and by-laws. AZWARN Member representatives will facilitate, plan and coordinate emergency planning, response activities, and training exercises under this Agreement. AZWARN Member representatives will also determine budget and funding options.

Article 5. Funding

5.1 The AZWARN Board will be responsible for developing and adopting an annual budget and establishing funding sources.

5.2 The AZWARN Board may authorize a Member or Associate to accept grants, gifts and other sources of funds on behalf of the interests of AZWARN. Implementation of this Agreement may be funded by annual contributions necessary to meet costs of administration and sustaining this Agreement.

Article 6. Procedures for Requesting Assistance

6.1 Member Responsibility. Each Member will identify an Authorized Designee or the Authorized Designee's delegate to provide contact information, including 24 hour contact, and maintain relatively current resource information made available by the utility for mutual assistance response.

6.2 Requests for Assistance. In the event of an Emergency, a Member's Authorized Designee may request mutual assistance from any other Participating Member(s). The request for assistance may also be transmitted to the Coordinator. Requests for assistance may be made orally or in writing. When made orally, the request for assistance will be followed by a written request as soon as practicable but no more than (10) working days after the oral request was made. Specific protocols for requesting assistance will be provided in the **AZWARN Operational Plan**.

6.3 Response to a Request for Assistance. After a Member receives a request for assistance, the Authorized Designee evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Designee will notify, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member will: (1) notify the Requesting Member about the type of available resources; (2) notify the Requesting Member of the approximate arrival time of such assistance; (3) inform Requesting Member of any special requirements needed to utilize the resources; and (4) inform Requesting Member if there are any variations from the reimbursement provisions of this Agreement. Acceptance of this offer of assistance by the Requesting Member commences the Period of Assistance.

6.4 Discretion of Responding Member. Execution of this Agreement does not create any duty to provide assistance. When a Member receives a request for assistance, the Authorized Designee will have absolute discretion as to the availability of resources and choice of providing assistance. An Authorized Designee's decisions on the availability of resources will be final and not subject to legal challenge.

6.5 Right to Withdraw. The Responding Member's Authorized Designee retains the right to withdraw some or all of its resources upon 24 hours notice. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Designee.

Article 7. Responding Member Personnel

7.1 National Incident Management System. Assistance provided under this Agreement will be consistent with the National Incident Management System (NIMS).

7.2 Control. Personnel sent by a Responding Member will remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Designee will coordinate response activities with the designated supervisor(s) of the Responding Member(s).

7.3 Food and Shelter. The Requesting Member will supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter to Responding personnel, the Responding Member's designated supervisor is authorized to purchase the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Arizona. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

7.4 Communication. The Requesting Member will provide or make arrangements for appropriate communication equipment for Responding Member personnel.

7.5 Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Article 8. Reimbursement

Unless otherwise mutually agreed in whole or in part, the Requesting Member will reimburse the Responding Member for each of the following categories of costs that Responding Member incurred while providing aid during the specified Period of Assistance. If an alternative fees schedule is necessary for a Member, alternative fee schedules will be submitted upon signing this Agreement.

8.1 Personnel. Requesting Member will pay Responding Member for work completed by Responding Member personnel during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member must keep accurate records of work performed by personnel during the specified Period of Assistance. Reimbursement must include all personnel costs, including salaries or hourly wages (including overtime and backfill), costs of fringe benefits, and indirect costs when reimbursing Responding Member. If a Responding Member uses rates different from these costs, the fee schedule may be attached to the signed agreement and submitted to the AZWARN Board.

8.2 Equipment. The Requesting Member will reimburse the Responding Member for the use of equipment during a specified Period of Assistance. Requesting Member will use equipment rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates those rates may be attached to the signed agreement and submitted to the AZWARN Board. In the event of equipment not included in the schedule of equipment rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. The Requesting Member and Responding Member must mutually agree, in writing, on rates prior to Responding Member's dispatch of equipment.

8.3 Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member will not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. The Responding Member and Requesting Member will treat reusable supplies that are returned to the Responding Member with damage as expendable supplies for purposes of cost reimbursement.

8.4 Reimbursement Procedures. The Responding Member must provide an itemized invoice to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member will submit the itemized invoice to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance. The Requesting Member will pay the full amount due no later than forty-five (45) days following the invoice date. Any amount that Responding Member leaves unpaid after 45 days will accrue interest at the statutory annual interest rate of 10% pursuant to A.R.S. § 44-1201.

8.5 Reimbursement Procedures by the State. It is expressly understood that when Responding Members provide aid under this Agreement to the Requesting Member, the State may reimburse the Requesting Member for eligible costs as appropriate.

8.6 Excess Costs. The Requesting Member will reimburse the Responding Member for actual excess costs incurred by Responding Member for required backfill or coverage.

8.7 Personnel Compensation and Insurance. The Requesting Member and the Responding Member will be responsible for all compensation and insurance coverage of their respective employees and equipment, if any, involved with mutual aid and consistent with A.R.S. § 26-314.B.

Article 9. Water Rights

This Agreement will not affect water rights nor create any transfer of water rights. Members do not intend that this Agreement will serve as a means of drought relief. Drought will not be considered an Emergency under the terms of this Agreement.

Article 10. Private Utilities

10.1 A participating Member may request assistance for a Private Utility or provide assistance from a Private Utility to a requesting Member pursuant to this Agreement under the following conditions: the Member must have a valid contract with the Private Utility that is consistent with the terms and conditions of this Agreement and the Member will agree to assure substantial compliance by the Private Utility with the terms and conditions of this Agreement. The Member may make substantial compliance a term of their contract with the Private Utility.

10.2 For purposes of this Agreement, the participating Member's Authorized Designee shall act as the representative of the Private Utility.

Article 11. Protected Information, Statewide Critical Infrastructure and Disclosure

To the extent permitted by the Statewide Critical Infrastructure Information System Disclosure Law, A.R.S. § 41-1803 et seq., the Arizona Public Records Law, A.R.S. § 39-101 et seq., and other applicable laws, all Members will maintain the strictest confidence and will take all reasonable steps necessary to prevent the disclosure of any protected information disclosed under this Agreement. If any Member, or other entity requests or demands, by subpoena or otherwise, that a Member disclose any protected information disclosed under this Agreement, the Member will immediately notify the owner of the protected information and will take all reasonable steps necessary to prevent the disclosure of this information by asserting all applicable rights and privileges with respect to such information and will cooperate fully in any judicial or administrative proceeding relating thereto.

Article 12. Dispute Resolution

12.1 Dispute Resolution. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Members agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

12.2 Mediation Procedure. Mediation will take place in a location agreed to by the Members, will be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Members.

12.2.1 Commencement of Mediation. Either Member may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other Member or Members a written notice (the "Mediation Notice") calling on the other Member or Members to proceed to mediation. The Member or Members who have received a Mediation Notice will contact the Member calling for mediation seven (7) days from receipt of the Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

12.2.2 Mediator Selection. Unless the Members agree otherwise, the Members will select the one or more mutually acceptable trained mediator(s) within fourteen 14 days of the confirmation of receipt of Mediation Notice.

12.2.3 Fees and Costs. Each Member agrees to bear its own fees and costs to participate in mediation. The Members will enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Members will share equally the mediators' fees and mediation expenses.

12.2.4 Subsequent or Contemporaneous Contracts. The Members will include this provision in all subsequent or contemporaneous contracts relative to this matter, absent specific written agreement of the Members otherwise.

12.3 Participation in Mediation. The Members agree to encourage participation in mediation by all relevant Members. The Members will not be obligated to mediate if a Member who is needed to fully resolve dispute is unwilling to join.

12.4 Waiver. This section does not constitute a waiver of the Members' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

Article 13. Indemnification

Each Member (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Member (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 or 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. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Members

Article 14. Worker's Compensation Claims

Each Member will be responsible for any injuries which may occur to their own personnel during the course of rendering mutual assistance pursuant to this Agreement. In accordance with A.R.S. § 23-1022, each Member will be deemed the primary employer and will have sole responsibility for the

payment of worker's compensation benefits to its respective employees. Each Member will comply with the notice provisions of A.R.S. § 23-1022(E).

Article 15. Notice of Claim or Suit

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement will provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Article 16. Insurance

Each Member will bear the risk of its own actions, as it does with its operations, and determine for itself what kinds of insurance, (including self-insurance), and in what amounts, it should carry. Nothing herein will act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Member may enjoy.

Article 17. Effective Date; Term

17.1 Effective Date. This Agreement will become effective for each Member after approval by its Governing Body and on the date it is recorded with the Secretary of State (the "Effective Date").

17.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate June 30, 2020 unless extended. Upon termination any involved property shall revert to the original owner unless conveyed to another participant pursuant to the terms of this Agreement.

Article 18. Withdrawal

Any Member may terminate its participation in this Agreement through a resolution of its Governing Body which gives notice of termination of participation in this Agreement and by filing a certified copy of such resolution with the Secretary of State and providing a copy to the AZWARN Chairperson. This Agreement is terminated as to such Member twenty (20) days after the filing of such resolution. The termination by one or more of the Members of its participation in this Agreement will not affect the operation of this Agreement as between the other Members thereto.

Article 19. Non-Appropriation

Notwithstanding any other provision in this Agreement, any Member may withdraw from this Agreement if for any reason the Member's Governing Body does not appropriate sufficient monies for the purposes of this Agreement. In such event, a withdrawing Member will have no further obligation to the other Members other than for payment for services rendered prior to withdrawal.

Article 20. Prohibition of Third Parties and Assignment of Rights and Duties

20.1 This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited.

20.2 Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not Members or affect the legal liability of any Member by imposing any standard of care different from the standard of care imposed by law.

Article 21. Other Mutual Aid and Assistance Agreements

Nothing in this Agreement will limit any Member's ability to continue with, or enter into, other mutual aid or assistance agreements, including those with Tribal governments. The Members may negotiate mutual aid agreements with Tribal government as appropriate

Article 22. Americans with Disabilities Act

Each Member will comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

Article 23. Non-Discrimination

No Member will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Member duties pursuant to this Agreement. Each Member will comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which are incorporated into this Agreement by reference, as if set forth in full herein.

Article 24. Compliance with Laws

Each Member will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Members, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

Article 25. Entire Agreement

This document constitutes the entire agreement among the Members pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, altered or extended except through a written amendment approved by the Members' Governing Bodies and recorded with the Arizona Secretary of State.

Article 26. Jurisdiction

Nothing in this Agreement will be construed as otherwise limiting or extending the legal jurisdiction of any Member. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Member under this Agreement.

Article 27. Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

Article 28. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

Article 29. Execution Procedure

This Agreement will be executed in counterparts by the Governing Body of each Member. Upon execution, the counterpart will be filed with the Secretary of State.

Article 30. Responsibility of the State of Arizona

Nothing within this Agreement limits or restricts the duties and obligations of the State of Arizona to respond to the Emergency of any Member.

**MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA
WATER AND WASTEWATER AGENCY RESPONSE NETWORK
County Signature Page**

_____ COUNTY

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Chair, _____ County Board of Supervisors Date _____

ATTEST

Clerk of the Board _____ Date _____

Date of formal approval by Governing Body: _____
Date _____

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

Deputy County Attorney _____ Date _____

_____ County

**MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA
WATER AND WASTEWATER AGENCY RESPONSE NETWORK**

City Signature Page

City of _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Mayor, _____ City of _____ Date _____

ATTEST _____
City Clerk _____ Date _____

Date of formal approval by Governing Body: _____
Date

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled city has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

City Attorney _____ Date _____

City of _____

**MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA
WATER AND WASTEWATER AGENCY RESPONSE NETWORK
Town Signature Page**

Town of _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Mayor, _____ City of _____ Date _____

ATTEST _____
Town Clerk _____ Date _____

Date of formal approval by Governing Body: _____
Date

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled town has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

Town Attorney _____ Date _____

Town of _____

**MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA
WATER AND WASTEWATER AGENCY RESPONSE NETWORK
District Signature Page**

District _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

Director, _____ Date _____

ATTEST _____
Director, District _____ Date _____

Date of formal approval by Governing Body: _____
Date _____

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled District has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

General Counsel, _____ Date _____

**MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA
WATER AND WASTEWATER AGENCY RESPONSE NETWORK
Public Agency Signature Page**

State of Arizona

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network on a separate signature page. The signor warrants that he or she has been duly authorized to commit the Agency in the Agreement.

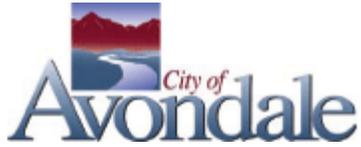
Director, _____ Department of _____ Date _____

ATTEST _____
Director Department of _____ Date _____

Date of formal approval by Governing Body: _____
Date _____

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

Attorney General, State of Arizona, _____ Date _____



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
June 2, 2008

TO: Mayor and Council
FROM: Carmen Martinez
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available