

Office of the Governor  
Governor's Accounting Office

The Indirect Cost Rate Proposal Development Project

Request for Proposal (RFP)  
GVA1-2010-00

<p><b><u>DEADLINE</u></b></p>	<p>Proposals shall be submitted on or before 3:00 p.m. (MST) <b>on February 22, 2010</b> at Governor' Office for Children, Youth, and Families, 1700 W. Washington, Suite 101, Phoenix, AZ 85007. <b><u>TELEFAXED, ELECTRONIC OR LATE APPLICATIONS WILL NOT BE ACCEPTED.</u></b> Please mail or deliver one <b>(1) original and four (4) copies.</b></p>
<p><b><u>SPECIAL ACCOMMODATIONS</u></b></p>	<p>Persons with a disability may request reasonable accommodation such as a language interpreter by contacting Sarah Bean, email: sbean@az.gov or via Fax (602) 542-3520. Requests should be made as early as possible to allow time to arrange the accommodation.</p>
<p><b><u>PRE-APPLICATION CONFERENCE</u></b></p>	<p>A Pre-Application Conference will not be held in conjunction with this Request for Proposal.</p>
<p><b><u>PROCUREMENT GUIDELINES</u></b></p>	<p>In accordance with A.R.S. §41-2534, competitive sealed proposals for the services specified within this document will be received by Governor's Office for Children, Youth and Families, on behalf of the Governor's Accounting Office, at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each applicant will be publicly read.</p> <p>Offers must be in the actual possession of the Governor's Office for Children, Youth and Families on or prior to the exact time and date indicated above. <b>TELEFAXED, ELECTRONIC OR LATE OFFERS WILL NOT BE CONSIDERED.</b></p> <p><u>Proposals must be submitted in a sealed envelope with the Request for Proposal Number and the applicant's name and address clearly indicated on the envelope.</u></p> <p>All proposals must be completed in ink or typewritten. The original Request for Proposal that is posted on the Governor's website shall have precedence over any differing copies of the Request for Proposal. The complete proposal package should be submitted by the time and date cited above. Additional instructions for preparing a grant application are included within this document.</p> <p>Applicants are strongly encouraged to carefully read the entire Request for Proposal document.</p>

<p style="text-align: center;"><b><u>CONTRACT INFORMATION</u></b></p>	<p><b>REQUEST FOR PROPOSAL TITLE:</b> The Indirect Cost Rate Proposal Development Project.</p> <p><b>CONTRACT TYPE:</b> Firm, fixed cost all-inclusive basis.</p> <p><b>CONTRACT TERM:</b> The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.</p>
<p style="text-align: center;"><b><u>CONTACT INFORMATION</u></b></p>	<p><b>Sarah Bean</b>  Governor’s Office for Children, Youth and Families  Procurement Manager  Fax: (602) 542-3520  Email: <a href="mailto:sbean@az.gov">sbean@az.gov</a></p>
<p style="text-align: center;"><b><u>SPECIAL NOTE</u></b></p>	<p>All information submitted by the applicant is subject to disclosure and inspection by the public. If an applicant deems all, or part of their application to be proprietary, a written justification must be submitted to support non-disclosure.</p>
<p style="text-align: center;"><b><u>AMENDMENTS</u></b></p>	<p><b>It is the sole responsibility of applicants to check the Governor’s website for any changes to this RFP at <a href="http://gocvf.az.gov/Grants/index.asp">http://gocvf.az.gov/Grants/index.asp</a></b></p>

***Offerors are strongly encouraged to carefully read the entire Request for Proposal.***



Janice K. Brewer  
Governor

State of Arizona  
Governor's Accounting Office

John McCleve  
Comptroller

**OFFER AND ACCEPTANCE FORM (SPO FORM 203)**

**TO GOVERNOR'S ACCOUNTING OFFICE:**

The Undersigned hereby agrees, if awarded a contract, to all terms, conditions, requirements and amendments in this solicitation document and any written exceptions, as accepted by the Office of the Governor, in the application.

Arizona Transaction (Sales) Privilege Tax License No.:

Name of Point of Contact Concerning this Application:

Name: \_\_\_\_\_

Federal Employer Identification No.:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

**CERTIFICATION**

By signature in the Offer section above, the Applicant certifies:

1. The submission of the application did not involve collusion or other anti-competitive practices.
2. The applicant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The applicant 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. In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the applicant hereby certifies that the applicant does not have scrutinized business operations in Sudan or Iran.

**ACCEPTANCE OF APPLICATION**

The Application is hereby accepted.

The Applicant is now bound to perform as stated in the attached Request for Proposal, and based upon the Request for Proposal solicitation document, including all terms, conditions, requirements, amendments, etc., and the Applicant's proposal as accepted by the State.

This request for proposal shall henceforth be referred to as Contract No. \_\_\_\_\_.

The Applicant has been cautioned not to commence any billable work or to provide any material or service under this contract until Applicant receives a purchase order, contract release document or written notice to proceed.

State of Arizona  
Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Sarah Bean, Procurement Manager

## What is in this Request for Proposal?

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## **INTRODUCTION**

The Office of the Governor invites proposals from qualified consultants, authorized to do business in the State of Arizona, for the development, negotiation, and implementation of an Indirect Cost Allocation Plan and the development and approval of indirect cost rates.

## **BACKGROUND**

The Office of the Governor is responsible for administering grant programs supported by both state and federal funds. Most of these grants are multiyear with varying schedules and may involve carryover funding amounts. The charging of joint or common costs against state and federal grants and contracts requires the prior preparation of a cost allocation plan. The Office of the Governor requests assistance in recovering administrative and support (indirect) costs incurred on behalf of federally funded and state funded programs through the application of indirect cost rates. The development and approval of indirect cost rates applicable to federally funded programs must be accomplished in accordance with the policies and procedures as presented in U.S. Office of Management and Budget Circular A-87 (OMB A-87), "Cost Principles for State, Local and Indian Tribal Governments."

OMB A-87 requires a state agency wishing to recover indirect costs to annually prepare an indirect cost rate proposal (ICRP). OMB A-87 requires an ICRP to be submitted to an agency's cognizant Federal agency for review and approval. At a minimum, the ICRP must include organization charts and descriptions, an indirect cost allocation plan, indirect cost rates(s), description of cost allocation methods and procedures, and a certification statement. All are subject to a single audit.

Time is of the essence with respect to the Contractor's performance for the development of indirect cost rates for the fiscal year ended June 30, 2009.

## **OBJECTIVE**

The Office of the Governor requests that administrative costs incurred on behalf of the federal and state programs operated by this office are recovered to the maximum extent possible under current guidelines. This objective requires adequate documentation of these costs, justification of their benefit to federal programs, accumulation of administrative overhead, and optimal allocation to programs served. Furthermore, designated personnel should be instructed in the use and application of the plan.

## **SCOPE OF WORK**

Develop and prepare a detailed indirect cost allocation plan, which will also include a full cost allocation plan and the development of indirect cost rates in accordance with the OMB A-87 Circular. The plans will be based on actual financial and statistical information for the fiscal year ended, June 30, 2009. The plan must be prepared using an established cost allocation system and shall identify the multiple base allocation method used in the preparation.

Develop and prepare supplemental schedules and indirect cost proposals based on the OMB A-87 plan for the Office of the Governor which administers federal/state grants and contracts. The schedules are to illustrate gross indirect costs, direct charges and net indirect costs as well as the computation of carry-forwards and proposed indirect costs, where applicable. Provide instruction and guidance to the Office of the Governor's personnel in applying and claiming indirect cost rates and/or actual amounts to applicable grants and contracts.

Concurrent with the federal (OMB A-87) plan and to the same level of detail, develop and prepare a full overhead cost allocation analysis. The full costing plan may be prepared based on actual expenditures for the fiscal year identified in this document.

Identify opportunities to utilize full overhead costs for internal management and budgetary purposes, internal charging for full overhead cost-based direct billing, and as a foundation for user charge determination.

Review the Office of the Governor's data collection procedures, allocation bases, indirect cost pools, and methods of distributing costs for appropriateness and also to identify alternative methodologies which may favorably impact indirect cost recoveries and reduce potential compliance risk.

Incorporate strategies and procedures previously implemented by the Office of the Governor that may be superior, in terms of potential recovery, to strategies and procedures that would otherwise be implemented. The consultant should have the ability to update the model and indirect cost allocation plan as the organization of the Office of the Governor changes. The ability to add or remove direct or indirect costs as needs and grant programs change will be expected. Where applicable, supporting schedules should include carry-forward adjustments for finalizing prior years plans and cost proposals.

Instruct designated Office of the Governor personnel in the specifics of indirect costing, including cost analysis and cost flow structuring, statistical collection and developmental techniques, interviewing, plan summarization and organization, theory of computation and plan implementation. Identify available data which can be effectively incorporated into the indirect cost allocation plans and determine opportunities for simplifying data collection activities for future plans.

Identify opportunities to back claim indirect costs on grants which remain open and/or to offset indirect costs against direct costs questioned or disallowed under audit.

Identify opportunities to utilize indirect costs as "matching" or in-kind services in conjunction with federal/state program requirements.

Analyze current and proposed federally funded programs administered by the Office of the Governor, the contribution of central services to their operation, and the existing and potential recovery of indirect costs.

Provide the Office of the Governor with up-to-date consultation and instruction relating to the revised guidelines and principles contained in the OMB A-87, "Cost Principles for State, Local and Indian tribal Governments." This should include recommendations for record keeping and other issues regarding the allowable costs identified by the revised Circular.

Conduct periodic monitoring to assure the Office of the Governor that all allowable cost recoveries are being realized.

The Office of the Governor's assistance to the project will be limited to answering questions and providing liaison services with the Office of the Governor's Divisions. The Office of the Governor will provide data to the successful Contractor.

## **PROJECT DELIVERABLES**

The Consultant's project consists of furnishing all labor, materials, equipment, tools, supervision and travel necessary to complete the following reports and tasks in the performance of the contract:

An oral and written presentation of enhancements to the central services cost allocation plan.

Four (4) sets each of the indirect cost allocation plan proposing costs for the fiscal years indicated herein with appropriate narrative descriptions of OMB Circular A-87.

Four (4) sets of supplemental schedules and indirect cost rate proposals based on the federal (OMB A-87) plan.

An electronic copy of the Indirect Cost Rate Proposal and all related schedules and work product on a rewritable compact disc (CD) or USB Flash Drive device in a format that may be used for future updates and edits to the plan for accommodation to changes in the organization or changes in costs.

Follow-up meetings with the Office of the Governor's Accounting Office that administers federal/state grant programs. These meetings will involve plan review and instruction for appropriate claiming procedures relative to proposed indirect costs.

The Office of the Governor has no obligation to provide any equipment, tools, supplies, offices, personnel, transportation, support services or insurance required to perform services under this agreement.

## **SPECIAL INSTRUCTIONS TO OFFERORS**

### **Authority**

This contract is issued in accordance with §41-2534. This contract is issued for use by the Governor's Accounting Office. The work to be performed shall be carried out in cooperation and under the direction of the Comptroller in the Governor's Accounting Office.

### **Documents Incorporated by Reference**

The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are incorporated into this contract as if fully set forth herein. Offerors are encouraged to obtain these documents. These documents may be accessed through the Arizona State Procurement Offices' website at [http://www.azdoa.gov/agencies/spo/docs\\_and\\_forms.asp](http://www.azdoa.gov/agencies/spo/docs_and_forms.asp). The documents may also be obtained by calling the State Procurement Office at (602) 542-5511 or by calling the Office of the Governor at (602) 542-3434.

### **Solicitation Inquiries**

#### Issuing Office Solicitation Contact Person

The Procurement Manager shall be the sole point of contact for purposes of the preparation and submittal of proposals to this Solicitation.

#### Solicitation Clarifications

All questions or clarification requests regarding this solicitation should be directed to the attention of the Procurement Manager, Sarah Bean via email to [sbean@az.gov](mailto:sbean@az.gov) or by fax to (602) 542-3520.

Clarification requests must be made in writing and received by the State Procurement Office at least seven (7) days prior to the proposal's due date. If this results in a change to the Solicitation, a written Solicitation Amendment will be issued prior to the Solicitation due date. Protests based on any omission or error, or on the content of the solicitation, may be disallowed if these faults have not been previously brought to the attention of the Procurement Manager.

### Solicitation Amendments

It is the sole responsibility of applicants to check the Office of the Governor's website for any changes to this RFP at <http://gocyf.az.gov/Grants/index.asp>. The Offeror should acknowledge receipt of a Solicitation Amendment by signing and returning the Solicitation Amendment with their proposal by the specified due date and time.

## **Solicitation Submission Guidelines**

### **Offer Submission**

Offerors should submit their Offer as **one (1) original unbound set and four (4) copies of the RFP**. The original copy of the proposal should be clearly labeled "ORIGINAL". The material should include responses to all information to the items listed in the Components of a Complete Proposal. Failure to include all of the requested information may result in proposal rejection. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP.

## **Components of a Complete Proposal**

### **Conformance to the RFP**

Conformance to the RFP will be evaluated. Failure to include the requested information, providing incomplete information or adding irrelevant information may result in lower evaluation scores and may have a negative impact on the evaluation of the Offeror's proposal. Offerors should follow the format provided below.

### **Proposal Format**

The following information should be submitted with each proposal and in this order. This format provides a section layout for the proposal and pricing section. Failure to include all of the requested information may result in the proposal being deemed as non-responsive, and therefore, not susceptible to award.

#### **1. Transmittal Letter**

A transmittal letter should accompany all proposals. A corporate officer or a person who is authorized to represent your company should sign this letter. The letter of transmittal should:

- Identify the submitting organization
- Identify the name and title of the person authorized by the organization to contractually obligate the organization
- Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization
- Identify the names, titles, and telephone numbers of persons to be contacted for clarification
- Explicitly indicate acceptance of the requirements of this RFP
- Be signed by the person authorized to contractually obligate the organization

## **2. Offer and Acceptance Form (SPO 203)**

Offeror should complete the top half of the Offer and Contract Award form. The Offer and Contract Award form, from within the Solicitation on page three, should be submitted with the Offer and should include the signature of a person authorized to bind the Offeror.

## **3. Solicitation Amendments**

Receipt of Solicitation Amendment(s) should be acknowledged by signing and returning the document with the proposal or prior to the Solicitation due date and time, to the Solicitation Contact Person listed on the cover page of this Solicitation.

### **Questionnaire Responses Demonstrating Capacity of Offeror**

## **4. Experience of the Firm**

Offerors shall describe their total organization, including any parent companies, subsidiaries, affiliates, and other related entities. The description shall include the number of years in business and primary services offered. Identify any qualifications and memberships in professional associations, societies or boards.

Copies of business licenses, professional certifications or other credentials, together with evidence that the Offeror, if a corporation, is in good standing and qualified to do business in Arizona.

## **5. Expertise of Offeror's Key Personnel**

List all consulting personnel who will participate in this project and their assignment. Information provided on these individuals shall include the name; proposed responsibilities; telephone number, email address; qualifications; and experience. Offerors should clarify their intent to maintain the number of staff and qualifications of key personnel and relevant staff positions throughout the term of a potential contract. Indicate the experience, educational and professional background of each in preparing indirect cost rate proposals subject to OMB A-87. Include resumes for all staff to work on this project. The resume should contain information relevant to activities in the scope of work.

Present a list of state, county and city cost allocation and indirect cost recovery plans completed during the past three (3) years by the personnel listed above, with

- Name of state, city or county
- Client contact information for references with e-mail, telephone, fax and address
- Identify the federal negotiator with whom each plan was negotiated.

## **6. Methodology and Approach**

Describe a general method that proposes to satisfy the requirements of activities described in the scope of work relative to the services.

Describe the schedule the firm intends to follow in order to complete the project and a work plan, broken out by tasks that outlines the task description, the individual assigned to the task and the deliverables. Periods of time, stated as days, shall be calendar days.

Submit at least one indirect cost allocation plan proposed by your firm for a local government unit, preferably a State department plan.

## **7. Price Schedule**

The Offeror is directed to complete the Price Schedule portion of this solicitation with the understanding that the firm, fixed cost provided by the Offeror shall be considered all-inclusive.

## **8. References**

Provide the contact information requested under Expertise of Offeror's Key Personnel.

## **9. Insurance**

The Offeror should provide a Certificate of Insurance or letter from the Offeror's Insurance Provider demonstrating the Offeror is able to provide insurance in accordance with the Terms and Conditions Section of this RFP.

## **Familiarization of Scope of Work**

The Offeror should carefully review the requirements of the Solicitation and familiarize itself with the Scope of Work, laws, regulations and other factors so to satisfy itself as to the expense and difficulties of the work to be performed. The signing of the Offer and Contract Award form will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than provided by the Contract, for lack of such familiarization.

## **Evaluation Criteria**

Awards shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based upon the evaluation criteria listed below. The selection committee shall award the contract to the most responsive and responsible contractor whose proposal best meets the overall needs of the Office of the Governor, taking into consideration the scoring criteria. The amount of applicable transaction privilege or use tax of the State shall not be a factor in determining the most advantageous proposal. The evaluation criteria are listed in relative order of importance:

1. Experience of the personnel to be assigned to this project in the preparation of governmental cost allocation plans and development of indirect cost rate proposals. (200 points)
2. Experience of the Offeror in governmental accounting with familiarity of federal and state grant program costs and the development of indirect cost allocation plans. (200 points)
3. Capability of completing the work on time. (200 points)
4. Statement of understanding of the work to be performed and methodology and approach. (100 points)
5. References from clients, federal negotiators, and associations attesting to the expertise of the firm and satisfaction of its clients. (100 points)
6. Price schedule for the cost to the Arizona Office of the Governor. (100 points)
7. Conformance to the RFP (100 points)

The evaluation team will not refer to a designated website, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

Only information received in response to this RFP will be evaluated. Reference to information previously submitted will not suffice.

## **Exceptions to the RFP**

An Offeror who takes exception to any portion of the solicitation must do so pursuant to the Uniform

Instructions to Offeror. If the Offeror is taking exception to a section or sections of the Solicitation, the Offeror shall designate a section in the proposal entitled "Exceptions." Taking exception to the Terms and Conditions of the solicitation may result in a proposal receiving a lower evaluation score. Low evaluation scores may result in the proposal being determined not susceptible of award. Exceptions to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the Office of the Governor.

### **Confidential Information**

All offers submitted and opened in response to this RFP are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such offers or specific information within such offers deemed to be confidential by the State. Pursuant to Arizona Administrative Code R2-7-103, if an Offeror believes that information in its offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include the information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code. Information not specifically identified as confidential by the Offeror in accordance with this paragraph or determined to be not confidential by the Office of the Governor will be open to public inspection.

### **Technical Requirements**

- Applications should be single sided, NOT duplexed.
- Applications are NOT to be bound in spiral binders or in 3-ring notebooks. Please submit your applications either stapled in the upper left-hand corner or use a binder clip.
- Number all pages and include a table of contents that references the page numbers.
- A signed Offer and Acceptance (SPO Form 203) document must be submitted. This document must have an original signature.
- Any amendments, if applicable, must be submitted SIGNED as part of the application.
- When submitting your application, ensure your organization name and the RFP No. GVA1-2010-00 is clearly marked on the outside of the **SEALED** envelope/package.
- It is the responsibility of each Offeror to ensure their proposal is delivered to the Governor's Office for Children, Youth and Families (accepting application on behalf of the Governor's Accounting Office), 1700 W. Washington, **Suite 101**, Phoenix, Arizona **by the due date and time**. Allow for such contingencies as heavy traffic, weather, directions, parking, security, etc.
- Applicants are cautioned not to rely on next day mail services. Mail sent to the Office of the Governor is filtered through the Arizona Department of Administration. The Office of the Governor is not responsible for packages delivered to locations other than Suite 101. All applications will be date stamped using the time clock in Suite 101 only.

### **Amendment/Withdrawal of Proposal by Offeror**

At any time prior to the specified Proposal Due Date and Time, a Contractor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Deadline.

### **Late Proposals**

All proposals must be received by the Solicitation due date and time specified. Any response received

after the Solicitation due date and time specified will not be considered. Proposals are to be delivered to the Issuing Office, as indicated on the front page of this solicitation, and clearly designated as a Proposal for this specific Solicitation. Proposals delivered to any other location will not be considered “received” until they arrive at the location specified on the cover page.

### **Mailing Of Proposals**

Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Governor’s Office for Children, Youth and Families (accepting proposals on behalf of the Governor’s Accounting Office). Proposals arriving after the due date and time will not be considered.

### **Cost for Proposal Preparation**

Any costs incurred by the Offeror in preparing or submitting offers are the Offeror’s sole responsibility. The Office of the Governor will not reimburse any Offeror for any costs incurred prior to contract award.

### **Proposal Opening**

Proposals shall be opened at the Solicitation Due Date and Time cited on the cover page of the Solicitation. The name of each Offeror shall be publicly read and recorded in the presence of at least one witness. Prices shall not be read.

### **Discussions**

After the initial receipt and evaluation of proposals, the Office of the Governor may conduct discussions with a request for Best and Final Offers.

### **Best and Final Offer**

After the initial receipt and evaluation of proposals, the Office of the Governor may conduct discussions with Offerors whose proposals are deemed to be reasonably susceptible to award. Notwithstanding this section, all proposals should be complete and concise and reflect the most favorable terms available from the Offeror. In the event discussions are conducted, the Office of the Governor shall issue a written Request for Best and Final Offers. The request for Best and Final Offer shall inform Offerors, that if they do not submit a Best and Final Offer or a notice of withdrawal, their immediate previous Offer will be considered as their Best and Final Offer. The Offeror’s “immediate previous Offer” will consist of the Offeror’s original proposal submission and any documents submitted by the Offeror during discussions.

Offerors are cautioned that this request is a Request for Proposals, not a request to contract, and the Office of the Governor reserves the unqualified right to reject any or all offers when such rejection is deemed to be in the best interest of the State of Arizona. All qualified proposals will be evaluated and an award made to that firm whose combination of technical qualifications and cost is deemed to be in the best interest of the Office of the Governor and the State of Arizona.

### **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 Office 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:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative
- Identification of the purchasing agency and the Solicitation or Contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

### **Definitions Of Key Words Used In The RFP**

#### Shall, Must

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

#### Should, Will

Indicates something that is recommended but not mandatory.

#### May

Indicates something that is not mandatory but permissible.

### **SPECIAL TERMS AND CONDITIONS**

The following restrictions and requirements shall apply to all proposals:

1. The Governor's Accounting Office is responsible for overall management of the Indirect Cost Allocation plan.
2. Keep a copy of this solicitation and your Request for Proposal. If awarded, the Consultant shall be bound to the services listed in the Request for Proposal and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.
3. The services to be performed by the contractor shall be undertaken in such sequence as to assure their expeditious completion and to best carry out the objectives of the Office of the Governor. All services of the contractor, with the exception of those related to negotiations or audit defense, shall be completed within ten (10) weeks of notice of award. Time is of the essence for the development of an indirect cost rate proposal.
4. The contractor will provide periodic progress reports on the state of the engagement as deemed necessary by the Governor's Comptroller. The contractor will provide the Office of the Governor with copies of all documents and materials prepared as part of the project. This includes copies of the workpapers in conjunction with the cost allocation plan.
5. Contractor shall perform any additional tasks that may reasonably relate to preparation, negotiation, or defense of the plans and proposals prepared, for a period of up to five (5) years following the date of original submission of each year's plan and indirect cost proposals to the Governor's Accounting Office.
6. In submitting a proposal, the Offeror agrees not to discuss or otherwise reveal his technical or cost information to any other sources, government or private, until after the award of the contract. Only discussions authorized by the Office of the Governor are exempt from this provision.

7. In submitting a proposal, the Offeror agrees not to use the results therefrom as part of any news release or commercial advertising without the written approval of the Office of the Governor.
8. All responses, inquiries, or correspondence in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Offeror, will become the property of the Office of the Governor when received.
9. Contractor shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction, or erasure. Any costs or expenses of replacing, damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through contractor negligence.
10. Consultant shall establish and maintain procedures and controls that are acceptable to the Governor's Accounting Office for the purpose of assuring that no information contained in its records or obtained from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the Governor's Accounting Office. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the Governor's Accounting Office.
11. The Office of the Governor will enter into a fixed fee contract. The contractor will not request fees or expenses in addition to the fixed contract amount regardless of the actual time or other expenses incurred in preparing, negotiating or subsequently defending the plan(s). An estimated maximum number of hours and the hourly rates by staff classification shall be included.
12. Invoices should show the total professional hours by classification together with applicable rates by classification. Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days.
13. The Consultant shall notify the Governor's Accounting Office in writing, thirty (30) days in advance, of any changes in consulting services that will directly affect service delivery under the terms of the contract. No changes shall be implemented without the prior written approval of a formal contract amendment by the Office of the Governor.
14. Notwithstanding any other payment provision of this contract, failure of the Consultant to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this contract unless such failure arises of causes beyond the control and without the fault of negligence of the Consultant.

## TERMS AND CONDITIONS

1. Authority to Contract: This Contract is issued for the Governor's Accounting Office in accordance with ARS §41-2534.
2. Contract Type: Firm, fixed cost all-inclusive basis.
3. Term of Contract: The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. This is a one-year contract that may be renewable for four additional one-year periods, contingent upon the availability of funds and project and financial performance.
4. Pricing: All prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.
5. Offer Acceptance Period: Proposals shall be irrevocable offers for 120 days after the proposal due date.
6. Documents Incorporated by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are incorporated by reference into this contract as if fully set forth herein. These documents may be accessed through the Arizona State Procurement Office's website at [http://www.azdoa.gov/agencies/spo/docs\\_and\\_forms.asp](http://www.azdoa.gov/agencies/spo/docs_and_forms.asp). The documents may also be obtained by calling the State Procurement Office at (602) 542-5511, or by calling the Office of the Governor at (602) 542-3434. The Arizona Uniform General Terms and Conditions and Uniform Instructions to Offerors is also available on the Office of the Governor's website at <http://gocyf.az.gov/Finance/>.
7. Funding: Requested funding must be submitted in an all-inclusive basis. The Office of the Governor will not reimburse any item other than the all-inclusive funding.
8. Contract Renewal: The contract shall not bind nor purport to bind the Office of the Governor for any contractual commitment in excess of the original contract period or amount. The Office of the Governor shall have the right, at its sole option, to renew the contract. If the Office of the Governor should exercise such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
9. Key Personnel: It is essential that the Consultant provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must assign specific individuals to the key programmatic and fiscal positions. **Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the Governor's Accounting Office.**
10. Records: At any time during the term of this contract, and at any time within five (5) years after the closing of the federal grant, the Consultant's or any subcontractor's books and records shall

be subject to an audit by the State or Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract. All records shall be subject to inspection and audit by the State or Federal government at reasonable times. Upon request, the Consultant shall produce a legible copy of any or all such records.

11. Non-Discrimination: All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with 1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; 2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; 3) all applicable provisions and regulations relating to the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213); 4) all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.
12. E-verify Requirements: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Office of the Governor.
13. Compliance With Applicable Laws: All parties to this agreement shall comply with all applicable federal, state and local laws.
14. Licenses: Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant.
15. Amendments: Any change in the contract, including material changes to the scope of work and/or the budget described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Consultant and the Office of the Governor. The Office of the Governor may approve or reject any amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Consultant's compensation if applicable and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Consultant expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
16. Availability of Funds for the Next Fiscal Year: Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of the Office of the Governor for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract. The Office of the Governor's obligation for performance of this contract beyond this fiscal year

is contingent upon the availability of funds from which payment for contract purposes can be made.

17. Paragraph Headings: The descriptive headings of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this Contract.
18. No Waiver: Either party's failure to insist on strict performance of any term or condition of the contract shall not be construed as a waiver or relinquishment for the further performance of such provision.
19. Force Majeure: If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.
20. 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 sub-contractors at all tiers.
21. Arbitration: In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall follow the procedures set forth in this section to facilitate a resolution and attempt to avoid litigation.  
  
The parties shall negotiate in good faith to resolve the dispute within sixty (60) days of receiving notice of the existence of the dispute. However if the parties do not reach such resolution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and in compliance with A.R.S. §12-1518.
22. Partial Invalidity: Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.
23. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa County, Arizona.
24. Authority to Execute this Contract: Each individual executing this Contract on behalf of the Contract represents and warrants that he or she is duly authorized to execute this Contract.
25. Entire Contract: This Contract and its Exhibits/Attachments constitute the entire Contract between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with the Amendment

Section of this Contract; provided, however, that Office of the Governor shall have the right to immediately amend this Contract so that it complies with any new legislation, laws, ordinances, or rules affecting this Contract. The Consultant agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

26. Assignment and Delegation: Consultant may not assign any rights hereunder with the express, prior written consent of both parties.
27. Indemnification: Consultant shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant 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 Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant 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 Consultant 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 Consultant for the State of Arizona.
28. 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."
29. Insurance Requirements: The Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the

Consultant, its agents, representatives, employees or subcontractors, and Consultant is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Consultant shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the Governor’s Office for Children, Youth and Families, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.

**2. Automobile Liability**

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

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

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

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

#### Workers' Compensation Statutory Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.
- b. This requirement shall not apply to: Separately, EACH Consultant or subcontractor exempt under A.R.S. §23-901, AND when such Consultant or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor form).

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

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

## **B. ADDITIONAL INSURANCE REQUIREMENTS**

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

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

### **C. NOTICE OF CANCELLATION**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 W. Washington, Ste. 101, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

### **D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

### **E. VERIFICATION OF COVERAGE**

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

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

All certificates required by this Contract shall be sent directly to **(Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 W. Washington, Ste. 101, Phoenix, AZ 85007)**. The Governor's Office for Children, Youth and Families project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

### **F. SUBCONTRACTORS**

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

### **G. APPROVAL**

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final.

Such action will not require a formal Contract amendment, but may be made by administrative action.

## **H. EXCEPTIONS**

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

30. Confidential Information: If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Manager for the Office of the Governor shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination.
31. Cancellation: The Governor's Accounting Office reserves the right to cancel the whole or any part of the contract due to failure of the Consultant to carry out any term, promise, or condition of the contract. The Governor's Accounting Office will issue a written ten (10) day notice of default to the Consultant for acting or failing to act as in any of the following:
  - a. The Consultant provides personnel that do not meet the requirements of the contract.
  - b. The Consultant fails to perform adequately the services required in the contract.
  - c. The Consultant attempts to impose on the Governor's Accounting Office personnel that are of an unacceptable quality.
  - d. The Consultant fails to furnish the required product within the time stipulated in the contract.
  - e. The Consultant fails to make progress in the performance of the requirements of the contract and/or gives the Governor's Accounting Office a positive indication that the Consultant will not or cannot perform to the requirements of the contract.

If the Consultant does not correct the above problem(s) within ten (10) days after receiving the notice of default, the Governor's Accounting Office may cancel the contract. If the Governor's Accounting Office cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

32. Cancellation for Conflict of Interest: The Governor's Accounting Office may, by written notice to the Consultant, immediately cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating of the Contract on behalf of the Governor's Accounting Office is an employee or agent of any other party in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to the Contract receive written notice from the Governor's Accounting Office, unless the notice specifies a later time.
33. Termination: The Procurement Manager for the Office of the Governor reserves the right to terminate the contract at any time, for the convenience of the Governor's Accounting Office,

without penalty or recourse, by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Consultant under the contract shall, at the option of the Governor's Accounting Office, become property of the State of Arizona. The Consultant shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

34. **Suspension or Debarment Status:** If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant must include a letter with its application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The Office of the Governor also may exercise any other remedy available by law.
35. **Suspension or Debarment Certification:** By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The Office of the Governor may exercise any other remedy available by law.
36. **Restrictions on Lobbying:** The Consultant shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this agreement.
37. **Ownership of Information:** All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the Governor's Accounting Office and the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.
38. **Counterparts:** This Contract may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Contract.
39. **Federal Immigration Laws:** By entering into this contract, the Consultant warrants compliance with the Federal Immigration and Nationality Act and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect throughout the term of the contract and any renewal period of the contract. The Consultant shall maintain Employment Eligibility Verification form (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under this contract.

**PRICE SCHEDULE**

All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.

<b>PRICE SCHEDULE</b>	
<b>Name of Individual or Firm</b>	<b>Firm, Fixed Cost, All-Inclusive Basis Annual Rate</b>

**G. REFERENCES**

Provide four (4) references to which you have provided similar services.

<b>Company Name</b>	<b>Company Name</b>
<b>Point of Contact</b>	<b>Point of Contact</b>
<b>E-Mail</b>	<b>E-Mail</b>
<b>Telephone #</b>	<b>Telephone #</b>
<b>Street Address</b>	<b>Street Address</b>
<b>City, State and Zip Code</b>	<b>City, State and Zip Code</b>
<b>Company Name</b>	<b>Company Name</b>
<b>Point of Contact</b>	<b>Point of Contact</b>
<b>E-Mail</b>	<b>E-Mail</b>
<b>Telephone #</b>	<b>Telephone #</b>
<b>Street Address</b>	<b>Street Address</b>
<b>City, State and Zip Code</b>	<b>City, State and Zip Code</b>

## Exhibit H – Sample Certificate of Insurance

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:		Company Letter:	Companies Affording Coverage:		
		A			
		B			
Name and Address of Insured:		C			
		D			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES	
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined		Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)			
Same as Above		Comprehensive Auto Liability Including Non-Owned (If Applicable)			
Necessary if underlying is not above minimum		Umbrella Liability			
Statutory Limits		Workmen's Compensation and Employer's Liability			
		Other			

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date  
Issued: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

**END OF SOLICITATION**