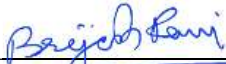


Offeror Submittal Documents		
Solicitation No.:	BPM007240	
Description:	Forms Accessibility Remediation	

Attachment 1 - Offer and Acceptance

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to provide Forms Accessibility Remediation in compliance with all Terms, Conditions, Specifications, and Amendments in the Solicitation and any written exceptions in the Offer.

<u>V Group Inc.</u> Company Name			 Signature of Person Authorized to Sign Offer	
<u>379 PRINCETON HIGHTSTOWN RD., BUILDING 3 SUITE 2A</u> Address			<u>Brijesh Ravi, Manager - IT Consulting Services</u> Printed Name and Title	
<u>East Windsor</u> City	<u>NJ</u> State	<u>08520</u> Zip	<u>Brijesh Ravi, Manager - IT Consulting Services</u> Contact Name and Title	
:			<u>bids@vgroupinc.com</u> Contact Email Address	<u>609-371-5400</u> Contact Phone Number

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

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2023-09, 2023-01, 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. Complies with A.R.S. § 18-132 when offering electronics or information technology products, services, or maintenance;
4. Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time. After 180 days, the Offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal in accordance with the Arizona Procurement Code;
5. Did not and will not involve collusion or other anti-competitive practices;
6. Is not debarred from, or otherwise prohibited, from participating in any contract awarded by federal, state, or local government; and
7. For use in Request for Quotation only, certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

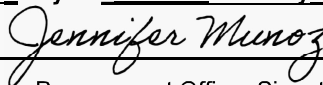
The Contractor is now bound to sell the services listed by the attached contract and based upon the solicitation, including all Terms, Conditions, Specifications, Amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. CTR080814.

The effective date of the Contract is March 1, 2026.

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

State of Arizona Awarded this 26th day of February 2026


Procurement Officer Signature

Solicitation Requirements Request for Proposal (RFP)		
Solicitation No.:	BPM007240	
Description:	Forms Accessibility Remediation	

DESCRIPTION: In accordance with A.R.S. §41-2534, the Arizona Department of Economic Security (ADES) is requesting sealed proposals from qualified vendors for **Forms Accessibility Remediation**.

SOLICITATION NUMBER	BPM007240
SOLICITATION DUE DATE/TIME:	Monday, December 1, 2025 at 3:00 P.M. local Arizona time Submit via Arizona Procurement Portal (https://app.az.gov)
SUBMITTAL LOCATION	Note: Questions on how to submit the bid shall be directed to the Arizona Procurement Portal Help Desk at app@azdoa.gov or (602) 542-7600 Pre-Offer Conference will be held Virtually Wednesday, November 5, 2025 at 9:30 A.M. local AZ time
PRE-OFFER CONFERENCE:	Google Meet joining info Video call link: https://meet.google.com/uqq-isyw-wxp Or dial: (US) +1 443-712-7952 PIN: 634 617 322#
CONTACT PERSON:	Desiree Casino, Senior Procurement Specialist Tel. 602-903-0382 Email: dcasino@azdes.gov

Prospective Offerors are strongly encouraged to read the RFP in its entirety before submitting Offers, to ensure that all requirements in the RFP are understood.

- **RFP Solicitation Requirements** is comprised of the Notice Page, Scope of Work, Special Terms and Conditions, and Uniform Terms and Conditions.
- **RFP Solicitation Instructions** contains the Special Instructions to Offerors, Uniform Instructions to Offerors, and Submittal Documents that should be submitted as the Offeror's response.

Sealed offers in response to this Solicitation shall be submitted within the State's e-Procurement system, Arizona Procurement Portal (<https://app.az.gov>) by the due date and time indicated in the State's e-Procurement system as the Bid Due Date. Late submittals will not be considered. Offers received by the due date and time will be electronically opened. Offers submitted outside the State's e-Procurement system, or those that are received after the due date and time, shall be rejected. Additional instructions for preparing an Offer are included in this Solicitation.

Offerors shall download and save attachments to their computer, save the information entered, and submit (upload) the completed information as a new, appropriately renamed Attachment in the State's e-Procurement system. The State's e-Procurement system will not save information entered directly on the attachments.

It is Offeror's responsibility to routinely check the State's e-Procurement system for Solicitation Amendments.

Inquiries regarding this Solicitation are required to be submitted online through the State's e-Procurement system using the Discussion Forum tab, seven (7) calendar days prior to the Bid Due Date.

For submission of an exception or to request a substitution to this Solicitation, see Uniform Instructions to Offerors, section 2.4, Timeliness.

With seventy-two (72) hours prior notice, Clients with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to this Solicitation contact person named above.

Solicitation Requirements Request for Proposal (RFP)		
Solicitation No.:	BPM007240	
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Scope of Work		
Solicitation No.:	BPM007240	
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Scope of Work

1. ADES Mission and Vision Statements

- 1.1 ADES Mission: To strengthen individuals, families, and communities for a better quality of life.
- 1.2 ADES Vision: A thriving Arizona.

2. Purpose

- 2.1 Purpose Statement: The purpose of this Contract is to provide to the Arizona Department of Economic Security (ADES) review and remediation of documents in functionality and accessibility for individuals with disabilities. ADES/Rehabilitation Service Administration (RSA) requires fully accessible and functional documents as part of its mission to serve the disability community of Arizona. The Contractor shall provide remediation on a case-by-case basis to create and validate the accessibility of ADES/RSA documents. The Contractor shall provide services directly to ADES/RSA and not through subcontracts or resellers.
- 2.2 Objective: ADES requires all documents to be fully accessible to individuals with disabilities in accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA) and Web Content Accessibility Guidelines (WCAG) for digital accessibility.
- 2.3 Legal Authority: A.R.S. § 41-1954 (A)(6) provides the Department the authority to make contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.
- 2.4 Projected Awards: It is the intent of the Department to award a single contract for this service as determined to be in the best interest of the State. The anticipated start date is December 1, 2025. The contract will be established with an initial term of one (1) year with options to extend to a full maximum term date of five (5) years.
- 2.5 Projected Utilization: Document and Forms Accessibility services are on an as needed basis. ADES/RSA makes no guarantee of the projected utilization of service.

3. Service Description

- 3.1 Taxonomy Definition: Communication Services and Devices: Services that provide for alternative forms of communications. H012-00
- 3.2 Actual Service Description: For the purposes of this contract, Communication Services and Devices consist of:
 - 3.2.1 Remediation of existing documents so that they are fully accessible to Clients with disabilities. This includes the remediation of fillable documents, to assure that individuals with visual impairments and other disabilities can access and complete them.

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3.3 Background:

3.3.1 The Rehabilitation Services Administration (RSA) is the administration within ADES which provides Vocational Rehabilitation (VR) to Clients with disabilities and Independent Living services to older Clients with visual impairment (ILOB). Through the provision of VR services, RSA assists individuals in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of ILOB services, RSA assists eligible individuals to increase their ability to function independently in home, community and /or at work.

3.3.2 In order to properly serve Clients with disabilities, it is necessary to ensure that all documents are fully accessible and understandable to them.

4. Definitions

4.1 International Organization for Standardization (ISO): standards that address document accessibility, focusing on ensuring documents are usable by the widest range of people, including those with disabilities.

4.1.1 ISO 14289-1 (Portable Document Format [PDF]/Universal Accessibility [UA]): this standard specifically addresses the accessibility within PDF documents. It is a constrained form of Adobe PDF 1.7 intended to ensure accessibility and support for assistive technology such as screen readers. PDF/UA ensures that documents are structured and tagged semantically, making them more usable for all audiences.

4.2 Matterhorn Protocol: a guide for achieving PDF/UA compliance. This is a list of criteria that the document must meet in order to reach the PDF/UA compliance standard. This protocol includes both machine and manual review of each document to ensure accessibility, referencing possible violations, which are grouped into checkpoints.

4.3 Client: Any individual identified by ADES receiving documentation and/or communications produced through this contract.

4.4 Customer: Any ADES/RSA Program requesting services under this contract.

4.5 PDF Accessibility Checker (PAC): A PDF accessibility checker is a digital tool that can check a document for accessibility to all individuals, including people with visual disabilities. This is a validator that can be used to check PDFs for Universal Accessibility (UA) in compliance with WCAG standards.

5. General Requirements

The Contractor is solely responsible to produce all the results specified under this Scope of Work according to the specifications provided by ADES/RSA.

The Contractor shall:

5.1 Provide Document Remediation Services to include, but not limited to:

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- 5.1.1 Providing PDF remediation to ISO 14289-1 (PDF/UA) using the Matterhorn Protocol modifications on documents to make them accessible to Clients and Customer staff with disabilities, upon receipt of a written purchase authorization issued by the RSA Contact. This would include remediation services that provide interim workarounds to enable access while addressing issues to PDF, PowerPoint, Excel, and documents in other formats to ensure they are able to access, read and fill out forms as appropriate.
- 5.1.2 Supplying digital content that is compatible with commonly used assistive technology products (e.g., screen readers, magnifiers, JAWS, NVDA, VoiceOver, ZoomTex, MAGic, and Dragon).
- 5.1.3 Supplying formatting for a document that complies with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. Remediation shall meet the latest World Wide Web Consortium (W3C) accessibility standards.
- 5.1.4 Conducting thorough testing of the remediated documents, using the Matterhorn Protocol, to ensure that they are accessible and compliant with accessibility standards. The testing shall be conducted using a variety of assistive technologies and devices to ensure that the documents are accessible and PDF/UA compliant.

6. ADES Responsibilities

A complete list of ADES Responsibilities under this Scope of Work is presented below. All other work, resources, personnel, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the range of this Scope of Work) are the sole and exclusive responsibility of the Contractor.

ADES shall be responsible for:

- 6.1 Providing documents to the Contractor electronically for remediation.
- 6.2 Notifying the Contractor regarding the Point of Contact, billing, and reporting requirements.

7. Payment Unit/ Payment for Services

- 7.1 Payment will be made for each individual Project, with a Payment Unit of one (1) hour or sixty (60) minutes, including direct and indirect services, staff time, administrative time, insurance and all overhead. ADES/RSA shall not pay separately for these or any other costs. ADES will send a request for quotation email per each individual Project needed.
- 7.2 Hours shall be billed in increments of a quarter hour, rounded to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours.
- 7.3 Each Project shall consist of one or more document(s) to be remediated.
- 7.4 Payment shall be invoiced at an hourly rate in increments of fifteen (15) minutes; refer to Attachment 3, Rate Sheet. Upon written ADES/RSA acceptance of each project, the Contractor shall submit a complete and accurate invoice for such project.
 - 7.4.1 Contractors' invoices shall include the following:

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- 7.4.1.1 The Contractor's name and address;
- 7.4.1.2 Payment Address for Contractor (if different);
- 7.4.1.3 The Contract Number;
- 7.4.1.4 The ADES Purchase Order Number;
- 7.4.1.5 The ADES RSA/Program Name;
- 7.4.1.6 The Quotation Number;
- 7.4.1.7 The completion date of each project/document;
- 7.4.1.8 Applicable sales tax; and
- 7.4.1.9 The total amount due

8. Reporting Requirements

The Contractor shall submit the following reporting documents as indicated:

8.1 DERS/Rehabilitation Services Administration (RSA) Program Reporting Requirements:

8.1.1 Submit notices, correspondence, reports, invoices, and contract related issues to:

ADES/RSA Strategic Initiatives Manager
 PO Box 6123, Mail Drop 5371
 Phoenix, Arizona 85005-6123
 OR by email to: Stephanie Johnson at stjohnson@azdes.gov

8.1.1.1 All invoices shall include the following statement, "This invoice is a true and accurate account of the services listed on this statement for the time period specified and constitutes the full and complete charge for the services described above. No further invoices for payment of these services will be made except in correction. These services have been provided without discrimination based on age, race, color, creed, gender, religion, or national origin. This statement is subject to Federal and State audit review. By signing this invoice, I confirm that I am authorized to submit invoices for the Contractor."

8.1.1.2 Invoices shall be signed digitally or in black or blue ink and dated by the person authorized to submit invoices for the Contractor. Scanned or typed signatures are acceptable on invoices submitted by email.

8.1.2 Incomplete or inaccurate invoices will be returned to the Contractor for correction.

8.1.3 ADES reserves the right to request that the Contractor submit additional or revised reports or other documentation related to the service provision and contract performance. Reporting requirements may change during the contract term. The Contractor will be notified in writing prior to implementation of any change in reporting forms.

8.1.4 Reports or invoices submitted subsequent to the State Fiscal Year (July 1 - June 30) in which services are provided shall be subject to Administrative Adjustment processes and procedures as outlined in A.R.S. § 35-191. ADES shall be entitled to recover the cost of administrative expenses incurred as a result of late submission(s) which may include time spent reviewing the claim(s), verifying provision of services, verifying availability of funds, related correspondence with the Contractor, and preparation of the claim(s) for approval as outlined in A.R.S. § 35-191.

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- 8.1.5 In order to comply with Federal regulations regarding Period of Performance as defined in Title 2 CFR §200, no charge for any service on an invoice shall be accepted by or paid by RSA if the invoice is submitted to RSA more than 45 calendar days after the end of the Federal fiscal year in which the Purchase Order for the service was signed. The Federal Fiscal year ends on September 30, and the 45th calendar day shall be deemed as November 15.
- 8.2 Verification of remediation via reports, including verification of WCAG 2.2 compliance for all remediated materials PDF Accessibility Checker (PAC). All reports will be provided at the time of return of the remediated documents, and PDF/UA (WCAG 2.2) is the primary standard.
- 8.3 Certificate of Insurance (COI):
- 8.3.1 Submit current Certificate(s) of Insurance (COI) and endorsements within ten (10) days of contract award as required in the Special Terms and Conditions, Section 26, Indemnification, and Insurance and maintain a valid Certificate of Insurance, including policy renewals on file in the ADES certificate of insurance tracking portal, myCOI, or as directed by ADES;
- 8.3.2 Prior to expiration of COI(s), the Contractor must submit/upload a new COI(s) and endorsements into the insurance tracking portal, myCOI, or as directed by ADES;
- 8.3.3 ADES will not process any invoices until COI documents have been received and are in compliance with the Special Terms and Conditions.

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ADES Special Terms and Conditions

1. Definition of Terms

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 **“Award Date”** The date this Contract is executed by the Department. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Acceptance or Signature Page.
- 1.2 **“Client Specific Referral”** Services or activities for which a referral has been made for a Client by an authorized representative of the Department.
- 1.3 **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 **“Department”** The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.5 **“Effective Date”** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.6 **“Equipment”** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.7 **“May” or “may”** Indicates something that is not mandatory but permissible.
- 1.8 **“Purchase Order”** also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.9 **“Shall” or “shall” “Must” or “must”** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.10 **“Should” or “should”** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

2. Advertising, Publishing and Promotion of Contract

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen

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(15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

- 2.1.1 “This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department.”

3. Assignment

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 Merger, Reorganization or Change of Ownership

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of the Department and may require an assignment of this Contract documented by a Contract Amendment. The Department may terminate this Contract pursuant to the Termination clauses of this Contract, if the Contractor does not obtain prior written approval or the Department determines that the change in ownership is not in the best interest of the State.

3.1.2 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to the Department, for review at least sixty (60) days prior to the effective date of the proposed change.

3.2 This Contract is voidable and subject to immediate cancellation by the Department upon the Contractor becoming insolvent, or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of the Department.

4. Audit

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

- 4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.
- 4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.
- 4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five (5) years after completion of this Contract, except if the Contractor is subject to Health Insurance Portability & Accountability Act of 1996 (Public Law 104-191) in which case such records shall be retained for six (6) years. All records shall be subject to inspection and audit by the State at reasonable times. Upon request by the Department or the Attorney General’s Office, the Contractor shall produce the original of any or all such records.

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5. Authorization for Services

- 5.1 Authorization for performance of services under this Contract shall be made only upon the issuance of a duly authorized Purchase Order (also referred to as "Purchase Authorization" or "Release Order"). The Purchase Order will indicate this Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The Department shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order.
- 5.2 No further obligation for payment shall exist on behalf of the Department unless:
- 5.2.1 The Purchase Order is changed or modified with an official procurement change order, and/or
- 5.2.2 An additional Purchase Order is issued for purchase of services under this Contract.

6. Certification of Cost or Pricing Data

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the cost or pricing data furnished by the Contractor was inaccurate, incomplete, or not current as of the date of certification. Such adjustment by the State may include overhead, profit, or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7. Certification Regarding Lobbying

In addition to the Uniform Terms and Conditions, Section 7.11, the following shall apply:

- 7.1 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 7.2 The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

8. Code of Conduct

The Contractor shall avoid any action that either creates or result in the appearance of its having:

- 8.1 Divulging or made an inappropriate use of information gathered or discovered pursuant to the performance of its duties under this Contract;

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- 8.2 Acted on behalf of the State without appropriate authorization;
- 8.3 Provided favorable or unfavorable treatment to anyone;
- 8.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 8.5 Misrepresented or otherwise impeded the efficiency, authority, actions, policies, or adversely affected the confidence of the public or integrity of the State; or
- 8.6 A loss of impartiality when advising the State.

9. Compliance with Applicable Laws

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

- 9.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 9.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 9.3 The Contractor shall comply with all applicable State and Federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 9.4 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

10. Confidentiality

- 10.1 The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 10.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Department will advise the Contractor as to applicable policies and procedures the Department has adopted for such compliance.

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11. Contract Term and Option to Extend

- 11.1 The term of the resultant Contract shall be effective the date specified on the Offer and Acceptance or Signature Page and shall remain in effect for one (1) year or as otherwise specified by this Contract, unless terminated, cancelled, or extended as otherwise provided herein.
- 11.2 The State has no obligation to extend or renew this Contract. However, the State shall have the right, at its sole option, to renew this Contract in accordance with any extensions the State may receive for supplemental periods up to a maximum Contract term of five (5) years. In the event that the State exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.
- 11.3 Any extension or renewal must be made prior to the end of this Contract period specified in this Contract.
- 11.4 The Contractor shall not provide services prior to Contract term commencing or after the termination date of this Contract. There shall be no billable activity outside of this Contract effective dates except as otherwise authorized by the Department in writing.

12. Cooperation with the Department's Investigation

All Contractors, providers, vendors and volunteers shall cooperate fully and truthfully with any Department investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this condition may result in ADES taking all such actions it deems appropriate, including removal of Contractor personnel and/or witness from working with the Department Clients up to termination of this Contract with the Department.

14. Evaluation

- 14.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 14.2 As requested by the Department, the Contractor shall participate in third-party evaluations relative to Contract impact in support of Department goals.

15. E-Verify

In addition to the Uniform Terms and Conditions, Section 3.12, the following shall apply:

- 15.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214(A) as may be amended.
- 15.2 A breach of a warranty regarding compliance with Federal and State immigration laws and regulations shall be deemed a material breach of this Contract and the Contractor may be subject to sanctions up to and including termination of this Contract.

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15.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of this Contract and the Contractor may be subject to sanctions up to and including termination of this Contract.

15.4 The Department retains the legal right to inspect the papers of any employee who performs work under this Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

16. Fair Hearings and Service Recipients' Grievances

16.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

16.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

17. Federal Immigration and Nationality Act

In addition to the Uniform Terms and Conditions, Section 3.11, the following shall apply:

17.1 By entering into this Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of this Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this Contract. I-9 forms are available for download at USCIS.GOV.

17.2 The State may request verification of compliance for any Contractor or subcontractor performing work under this Contract.

18. Fees and Program Income

Unless specifically authorized in this Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

19. Inclusive Contractor

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This may include subcontractors for a percentage of the administrative or direct service(s) being proposed. A Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing details concerning the Contractor's

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utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted, and the proposed percentage of this Contract.

20. Indemnification and Insurance

20.1 Indemnification Clause

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

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

20.2 Insurance Requirements

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

20.2.2 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 arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

20.3 Minimum Scope and Limits of Insurance

The Contractor shall provide coverage with limits of liability not less than those stated below.

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20.3.1 Commercial General Liability (CGL) – Occurrence Form

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

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

20.3.1.1 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

20.3.1.2 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.3.2 Business Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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20.3.2.1 Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

20.3.2.2 Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.3.3 Workers' Compensation and Employers' Liability

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

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20.3.3.1 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.3.3.2 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

20.3.4 Professional Liability (Errors and Omissions Liability)

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

20.3.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

20.3.4.2 Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

20.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

20.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

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

20.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed or emailed to (Arizona Department of Economic Security C/O: myCOI, 1075 Broad Ripple Ave, Suite 313, Indianapolis, IN 46220 or support@myCOItracking.com).

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20.6 **Acceptability of Insurers**

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

20.7 **Verification of Coverage**

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

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

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

20.7.3 All certificates required by this Contract shall be sent as instructed by the requesting Department. 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 copies of all insurance policies required by this Contract at any time.

20.9 **Approval and Modifications**

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

20.10 **Exceptions**

In the event the Contractor 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 Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.[SS14]

21. IT 508 Compliance

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

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and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

22. Levels of Service

- 22.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.
- 22.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 22.3 Any administration within the Department may obtain services under this Contract.
- 22.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.
- 22.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 22.6 When the method of compensation for the service is Fixed Price with Price Adjustment, this Contract may be amended, by mutual agreement, to purchase additional services by increasing this Contract's itemized service budget and/or budget summary.

23. Limited English Proficiency

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:
<https://des.az.gov/digital-library/limited-english-proficiency>.

24. Non-Availability of Funds

In addition to the Uniform Terms and Conditions, Sections 4.5 and 4.6, the following shall apply:

In accordance with A.R.S. § 35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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25. Non-Discrimination

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

- 25.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with 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. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 25.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 25.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
 - 25.3.1 “Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** *“Para obtener este documento en otro formato o obtener información adicional sobre esta política, **(insert Contractor contact person and phone number here)**.”*

26. Notices

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

- 26.1 All notices shall reference the contract number.
- 26.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to this Contract shall not be necessary:

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- 26.2.1 Change of telephone number;
- 26.2.2 Changes in the name and/or address of the person to whom notices are to be sent;
- 26.2.3 Changes in Contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or
- 26.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

27. Order of Precedence

In addition to the Uniform Terms and Conditions, Section 2.3, the below shall apply:

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

- 27.1 ADES Special Terms and Conditions;
- 27.2 Uniform Terms and Conditions;
- 27.3 Scope of Work or Specification;
- 27.4 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
- 27.5 Exhibits; and
- 27.6 Documents referenced or included in the Solicitation.

28. Pandemic Contractual Performance

In addition to Uniform Terms and Conditions, Section 7.10, the following shall apply:

- 28.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 28.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 28.1.2 Alternative methods to ensure there are services or products in the supply chain.
 - 28.1.3 An up to date list of company contacts and organizational chart.

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28.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

28.2.1 After the official declaration of a pandemic, the State may temporarily void this Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

28.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

28.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

29. Payments

In addition to the Uniform Terms and Conditions, Section 4.3, the following shall apply:

29.1 Payments shall be made according to the type of payment defined as follows:

29.1.1 Rate (or) Fixed Price - The Contractor is paid a specified amount for each unit of service or deliverable as designated in this Contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of this Contract by amending this Contract or through the process of issuing Release Orders. A Release Order is a separate document and the amount of the Release Order may be increased or decreased throughout the term of this Contract without amending this Contract. A Client specific referral is considered a form of Release Order as well as a Purchase Authorization or other similarly named document.

29.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

29.3 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

29.4 Under no circumstances will the Department make payment to the Contractor that exceeds the units authorized.

29.5 The Contractor may offer a price reduction adjustment at any time during the term of this Contract. Any price reduction shall be executed by a Contract Amendment.

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30. Payment Recoupment

The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

- 30.1 Any amounts received by the Contractor from the Department for Contract services which have been inaccurately reported or are found to be unsubstantiated;
- 30.2 Any amounts paid by the Contractor to a subcontractor not approved in writing by the Department;
- 30.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- 30.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 30.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 30.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 30.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 30.8 Any amounts paid or reimbursed in excess of this Contract or service reimbursement ceiling;
- 30.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and
- 30.10 Any payments made for services rendered before this Contract effective date or after this Contract termination date.

31. Personnel

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and provide the hours of service as set forth in this Contract.

32. Predecessor and Successor Contracts

The execution or termination of this Contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

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33. Professional Standards

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in this Contract.

34. Rate Adjustment

34.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

34.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to this Contract extension period.

34.3 The request shall include this Contract number and service description.

34.4 The Contractor shall submit the request for a rate adjustment to:

Procurement Manager
ADES Office of Procurement
1789 West Jefferson, Mail Drop 1541
Phoenix, Arizona, 85007

35. Records

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

35.1 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:

35.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

35.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

35.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

35.1.4 For Fixed Price with Price Adjustment contracts, include:

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35.1.4.1 Records of the source of all receipts and the deposit of all funds received by the Contractor;

35.1.4.2 Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to this Contract;

35.1.4.3 A complete general ledger with accounts for the collection of all costs and/or fees applicable to this Contract; and

35.1.4.4 Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

35.2 Any such records not maintained shall result in an audit exception in the amount of the inadequately documented expenditures.

35.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act of 1996 (P.L. 104-191) which is six (6) years from the date of final payment.

35.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

35.2.3 Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the State, shall be retained by the Contractor until such disputes, litigations, Claims or exceptions have been disposed of.

36. Relationship of Parties

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

36.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

36.2 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

37. Reporting Requirements

37.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of this Contract term, the Contractor shall submit programmatic and financial reports to the Department as specified in the Scope of Work no later than the fifteenth (15th) day following the end of each month during this Contract term. Failure to submit accurate and complete reports by the

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fifteenth (15th) day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such a report within forty-five (45) days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

- 37.2 The Contractor shall submit programmatic and financial reports to the Department in the form set forth in this contract no later than the forty-fifth (45th) day following the end of each Contract term or performance period . The final fiscal report for this Contract term shall include all adjustments to prior financial reports submitted for this Contract term.
- 37.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, the Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 37.4 All reports shall reference this Contract number and be submitted to the person designated by the Department.

38. Responsibility for Payments Indemnification

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of this Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

39. Subcontracts

In addition to the Uniform Terms and Conditions, Section 5.2, the following shall apply:

- 45.1 Subcontracting is not authorized under this Contract.

40. Substantial Interest Disclosure

- 40.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 40.2 Leases or rental agreements or purchase of real property which are covered by Section 40.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 40.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

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41. Supporting Documents and Information

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall provide the Department with any further documents and information the Department deems necessary. Upon receipt of a request for information from ADES, this Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

42. Suspension or Debarment

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

43. Technical Assistance

The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions of this Contract.

44. Termination for Any Reason

- 44.1 In the event this Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 44.2 In the event of termination or suspension of this Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.
- 44.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of this Contract, whichever is earlier.

45. Termination for Default

In addition to the Uniform Terms and Conditions, Section 9.5, the following shall apply:

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- 45.1 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 45.2 The Department may terminate this Contract if the Contractor fails to comply with the requirements for verification of insurance coverage upon contract award and at policy renewal.

46. Transfer of Knowledge

The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of this contracted service.

47. Transition of Activities

In the event that a contract is awarded to a new contractor for services similar to those being performed by the Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

48. Unallowable Costs

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

49. Visitation, Inspection and Copying

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to this Contract shall be available for visitation, inspection, monitoring, and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

50. Warranty of Services

In addition to the Uniform Terms and Conditions, Section 7, the following shall apply:

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services

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failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

51. Security Standards

- 51.1 Security of the State's systems and data are of utmost importance to the State. In order to ensure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
- 51.2 Contractor shall follow the correct, current version of these policies, standards, and procedures established by the Arizona Department of Homeland Security (AZDOHS) pursuant to their authority under A.R.S. Title 41, Chapter 41. The current website for these policies, standards, and procedures is: [Information Technology Policies, Standards and Procedures](#). Note that this link is provided for convenience only.
- 51.3 For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

52. Security Framework

- 52.1 The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) and NIST SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>.
- 52.2 The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure the State and its Contractors meet these requirements. All contractors responding to State solicitations must successfully complete the AZRamp risk assessment based upon the data classification involved as determined by the data owner and AZDOHS Cyber Command. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.
- 52.3 In the State's sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State's risk assessment requirements.
- 52.4 Other forms of Cybersecurity Frameworks (CSF), Trust Documents, Self-Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

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53. Additional Security Requirements

- 53.1 Contractor shall comply with all security requirements requested by the State.
- 53.2 If an AZRamp is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:
 - 53.2.1 Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet with its Offer, and mitigate gaps or install compensating controls for any issues of concern identified by State. The Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://azdohs.gov/file/4357>.
 - 53.2.2 Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.
 - 53.2.3 Note regarding the confidential treatment of Contractor information:
 - 53.2.3.1 The State of Arizona seeks a partnership with our supporting vendors, therefore, the State will not consider Non-Disclosure Agreements (NDA) for release to review submitted SSP's, WISP's, or written IT policies.
 - 53.2.3.2 Submitted SSP's, WISP's, or written IT policies are deleted and not retained after AZRamp Authorization is granted.
 - 53.2.3.3 Procedures for submission of documents considered confidential or proprietary are identified within this RFP.
 - 53.2.3.4 Special secure transfer of documents related to this AZRamp review process may be made by contacting: AsetAssurance@azdoa.gov to make special arrangements for the transfer of these documents.
 - 53.2.4 If applicable to this Solicitation, Contractor shall complete and submit with the Offer an unedited and signed State of Arizona Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Addendum (BAA).
 - 53.2.5 All contract awards are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled "Arizona Infrastructure Security Controls 2017 (Excel)," to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: <https://azdohs.gov/file/4356>.

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- 53.2.6 The State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all flaws deemed serious by the State when discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control(s).
- 53.2.7 Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).
- 53.2.8 Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):
- 53.2.8.1 State of Arizona statewide policies, standards and procedures:
<https://azdohs.gov/information-technology-it-policies-standards-and-procedures;>
- 53.2.8.2 Federal Information Security Modernization Act of 2014 (FISMA):
<https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma;>
- 53.2.8.3 OMB Circular A-130:
<https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource;>
- 53.2.8.4 National Cyber Strategy of the United States of America:
<https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure;>
- 53.2.8.5 Health Insurance Portability and Accountability Act of 1996 (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): <https://www.hhs.gov/hipaa/index.html>;
- 53.2.8.6 Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (I.R.S. Publication 1075):
<https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
- 53.2.8.7 Criminal Justice Information Services Security Policy (CJIS):
<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center;>
- 53.2.8.8 Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E):
<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>

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53.2.8.9 A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency:

<https://www.azleg.gov/arsDetail/?title=18>;

53.2.8.10 A.R.S. §41-4282 - Statewide Information Security and Privacy Office (SISPO):

<https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/04282.htm>;

53.2.8.11 A.R.S. §18-551 - Definitions Information Security Including PII:

<https://www.azleg.gov/ars/18/00551.htm>;

53.2.8.12 A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions:

<https://www.azleg.gov/ars/18/00552.htm>;

53.2.8.13 Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats:

<https://aset.az.gov/node/428>;

53.2.8.14 SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>;

53.2.8.15 State Environmental policies: <https://azdeq.gov/LawsAndRules>;

53.2.8.16 Family Education Rights Privacy Act (FERPA):

<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn>;

53.2.8.17 Driver's Privacy Protection Act (DPPA):

<https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>;

53.2.8.18 Incident Response Reporting program and system:

https://azdohs.gov/sites/default/files/p8240-incident-response-planning_0.pdf;

53.2.8.19 State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/arm/policies>; and

53.2.8.20 Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements:

<https://www.pcisecuritystandards.org>.

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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 "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generated AI, and large language model (LLM) AI.
 - 1.2 "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.3 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.4 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.5 "Contractor" means any person who has a Contract with the State.
 - 1.6 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.7 "Days" means calendar days unless otherwise specified.
 - 1.8 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.11 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.12 "Services" means 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.
 - 1.13 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
 - 1.14 "State Fiscal Year" means the period beginning with July 1 and ending June 30.

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- 1.15 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.16 “*Subcontractor*” means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. 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; then
 - 2.3.7 Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other “records” relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records

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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 Nos. 2023-09, 2023-01, 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 3.3 Audit. Pursuant to A.R.S. § 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 as required under A.R.S. § 41-2547. 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, stated in the Contract, or listed on the State's eProcurement system. 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 Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8 Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

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3.9 Ownership of Intellectual Property.

- 3.9.1 Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
- 3.9.2 "Government Purpose Rights" are:
- 3.9.2.1 the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- 3.9.2.2 the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.2.3 the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 3.9.3 "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
- 3.9.4 Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.5 Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
- 3.9.5.1 any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 3.9.5.2 any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
- 3.9.5.3 except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 3.9.6 Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

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- 3.10 Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials 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.
- 3.11 Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.13 Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its Clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15 Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, the Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved by in advance by the State in writing.
- 3.15.1 Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.
- 3.15.2 Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.
- 3.16 Certifications Required by State Law.
- 3.16.1 If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 et seq. and will refrain from any such boycott for the duration of this Contract.
- 3.16.2 Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

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4. 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 Materials 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, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4 Applicable Taxes.
 - 4.4.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.4.2 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.
 - 4.4.3 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.
 - 4.4.4 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.
- 4.5 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.
- 4.6 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 Materials or Services are not funded, the State may take any of the following actions:
 - 4.6.1 Accept a decrease in price offered by the Contractor;
 - 4.6.2 Cancel the Contract; or
 - 4.6.3 Cancel the Contract and re-solicit the requirements.

5. 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 Materials or Services, the revision of payment

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terms, or the substitution of Materials or Services, 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 as described in Arizona State Procurement Office Standard Procedure 002. 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

6.1 Risk of Loss: The Contractor shall bear all loss of conforming Materials 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) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

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

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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 paragraph shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither the Contractor nor State 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, 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, Materials, or Services 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 the Contractor or State 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.

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7. 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 the Special Terms and Conditions, the Contractor warrants that, for one (1) 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 Conformity to Requirements.
- 7.3.1 Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:
 - 7.3.1.1 Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;
 - 7.3.1.2 Be free from defects of material and workmanship;
 - 7.3.1.3 Conform to or perform in a manner consistent with current industry standards; and
 - 7.3.1.4 Be fit for the intended purpose or use described in the Contract.
 - 7.3.2 Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the foregoing warranty will not begin until State's explicit acceptance of the Materials or Services.
- 7.4 Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 7.5 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 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 policies (including, but not limited to, information

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technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

- 7.7 Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8 Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9 Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10 Performance in Public Health Emergency. Contractor warrants that it will:
 - 7.10.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1 Identification of response personnel by name;
 - 7.10.1.2 Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3 Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2 Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 7.10.3 A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
 - 7.10.4 Failure to have or implement an appropriate plan will be a material breach of contract.

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7.11 Lobbying

7.11.1 Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure compliance with above. The Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12 Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13 Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14 False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15 Survival of Rights and Obligations after Contract Expiration or Termination

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

7.15.2 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.

7.15.3 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.

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8. 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

- 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

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the Contractor to any officer or employee of the State with 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 (3) times the value of the Gratuity offered by the Contractor.

- 9.3 **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 9.4 **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, 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.

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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 (A.R.S. Title 41).