



## Request for Proposal

**Solicitation No. BPM004453**

**DCS IT Maintenance and Operations Services**

State of Arizona  
**Department of Child Safety**  
Office of Procurement & Contracts  
3003 N. Central Avenue  
Phoenix, AZ 85012

Solicitation Number: **BPM004453**

Description: **DCS IT Maintenance and Operations Services**

Solicitation Due Date and Time: **As indicated in the Arizona Procurement Portal (APP)**

Pre-Offer Conference: A Pre-Offer Conference will be conducted as indicated in the Arizona Procurement Portal (APP). **You must register in advance for the Pre-Offer Conference. Please see link in APP to register.**


Proposals will only be accepted online in "The State's e-Procurement System" at <https://app.az.gov> until the "Bid/Offer Due Date" indicated in "The State's e-Procurement System" for the Solicitation No. shown at the top of this page. Proposals must be in the State Procurement Office's possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk by phone at (602) 542-7600, option 2; or by email to [app@azdoa.gov](mailto:app@azdoa.gov)

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in "The State's e-Procurement System".

It is the responsibility of the supplier/offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

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

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## Scope of Work

### 1.0 INTRODUCTION

- 1.1 The Arizona Department of Child Safety (AZ DCS) is statutorily responsible for providing services to families whose children are involved with AZ DCS. AZ DCS Vision and Mission Statements are:

Vision: Children thrive in family environments free from abuse and neglect.

Mission: Successfully engage children and families to ensure their safety, to strengthen families, and to achieve permanency.

### 2.0 PURPOSE AND BACKGROUND

- 2.1 The purpose of this solicitation is to award a contract(s) for Maintenance & Operations (M&O) professional services needed to support the AZ DCS Guardian Case Management System and all required services are described in detail in this Scope of Work including transition services, program and project management, managed cloud services, operational support services, routine application support, major enhancements and solution architecture support, business analytics and reporting services support, documentation and training of users for new Guardian enhancements being deployed, and service level management.
- 2.2 AZ DCS Guardian is a cloud native case management system built by Microsoft Professional Services on the Dynamics 365 platform and hosted in the Azure Gov and Commercial cloud environments. The system has both customized on out-of-the-box functionality and uses several additional integrated applications and software components to provide the required functionality, including but not limited to InRule and OnBase. Additional information about the current Guardian environment is provided in **Attachment 11 - BPM004453 Current Environment**.
- 2.3 AZ DCS leadership seeks fixed fee proposals for a minimum of three (3) years, with three (3) one-year extensions, for a maximum of six (6) years for a Contractor to provided routine Guardian application maintenance and operations services, as well as a fixed capacity of highly skilled resources for the development of functional enhancements, architectural improvements and reporting and analytics services using a fixed fee work authorization process described within this RFP.
- 2.4 The Guardian system was first put into production in February 2021 and is used to manage the critical information and processes of the AZ DCS in providing services to children in care and supports several key operational areas within the Department.



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- 2.5 Integration between the Guardian system and several other internal and external systems as well as the management of the 'system of record' data is critical to the success of the AZ DCS in providing services. **Attachment 11 - BPM004453 Current Environment** for additional information about the current system integrations.
- 2.6 The Guardian system is considered mission-critical and must be available to users 24 hours per day, 7 days per week. The AZ DCS has an ongoing need for professional services to ensure the system always remains functional and available and evolves over time to meet the changing needs of AZ DCS.
- 2.7 AZ DCS views the support of the Guardian system as a shared responsibility between AZ DCS technical staff and the selected Contractor. AZ DCS recently completed a comprehensive IT sourcing strategy assessment to determine its long-term plan for retained and outsourced services. As a result of that assessment AZ DCS has determined that it will retain and continue to operate several key information technology (IT) functions and seek a service provider partner who will work closely with the AZ DCS support staff in a shared services model to best support the Guardian system and its stakeholders. The services



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determined to be outsourced are the subject of this RFP and depicted in the figure below.

## DCS IT Sourcing Strategy Summary

RFP Retain/3rd Party Shared Services



Figure 1 AZ DCS Sourcing Strategy Summary

- 2.8 The scope of this contract for M&O services is limited to the infrastructure, application software, and data management support services related specifically to the Guardian system(s).

### 3.0 MINIMUM MANDATORY REQUIREMENT

The following requirement is considered 'minimum mandatory'. Contractors that do not meet this minimum requirement will not be considered.

- 3.1 Contractor must be an authorized MS Gold Partner with capabilities and experience in Cloud Business Applications (Customer Engagement Option) and Azure Managed Services.

### 4.0 SPECIFIC REQUIREMENTS:



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The following requirements are considered the core in-scope services. Contractors are expected to address each of the services listed in this section and to have relevant and demonstrable experience with customers of similar size and complexity as AZ DCS.

**4.1 Transition Plan**

AZ DCS expects the transition of services from the incumbent (Microsoft) to the new Contractor not to happen “all at once”, but instead will happen incrementally over an agreed upon transition period to minimize risk and disruption to the current production systems. The Contractor is required to transition all required support services including, but not limited to, software development, maintenance, and operations (M&O) services from the incumbent with minimal impact and disruption to the ongoing operations of the production systems.

AZ DCS expects that transition activities to start no less than three (3) months before the end of the incumbent’s contract, and that transition activities will be completed no less than 30 days from the end of the incumbent’s contract.

4.1.1 The Contractor shall develop a detailed Transition Plan with DCS input within no more than 30 days of the contract award. The Transition Plan shall describe, in detail, all activities required to migrate the current M&O services described throughout this RFP from the current vendor to the Contractor’s team with minimal impact and disruption to the production systems.

4.1.2 The Contractor shall work with AZ DCS and the incumbent service provider to validate, verify and document the current Guardian cloud infrastructure and environments regardless of use case including, but not limited to all infrastructure operating ‘as-a-service’ and/or on ‘virtual machines’ such as database, operating system, and web services, as well as specialized platform and software-as-a-service currently running to support the current AZ DCS Guardian applications in order to create an up-to-date inventory of all services that will be transitioned to the Contractor.

4.1.3 The Contractor’s Transition Plan shall clearly identify the specific tasks and expected level of support and corresponding deliverables that the Contractor will require from the incumbent vendor to complete a smooth transition, such as knowledge transfer, up to date documentation, tools, and processes. The Contractor shall work with the incumbent vendor and the AZ DCS to identify these services and jointly develop a detailed statement of work for the incumbent vendor that is aligned with the incumbent vendor’s anticipated transition timeline. The AZ DCS will contract with the incumbent vendor directly for these services apart from and outside of the Contractor’s scope of work.

4.1.4 At a minimum, the Contractor’s Transition-in Plan shall include the following



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- The transition staffing plan, including roles and responsibilities, and expected staffing levels for the transition activities for the Contractor, the AZ DCS, and the incumbent (e.g., who is responsible for doing what when)
- The specific transition tasks to be accomplished, by Contractor, DCS, incumbent and any others (whom) and by what date
- The specific transition administration and ownership roles and responsibilities, who will be overseeing the transition activities, how will they be managed, and how progress will be tracked
- Identification, production, and validation of all transition services documentation (e.g., design, architecture, support processes) that will be produced and how these documents will be maintained
- Rules of engagement during the transition with respect to the Contractor, the AZ DCS and the incumbent vendor's roles and responsibilities to maintain the in-production operations with minimal disruptions
- How the Contractor will maintain security and confidentiality of the system in alignment with applicable Federal and the state laws during the transition
- How the Contractor will measure progress, including milestones, checkpoints, and other quantifiable/observable measures
- A Readiness Assessment Checklist which captures all activities that must be completed by the AZ DCS and the incumbent vendor prior to the transition start date

#### 4.2 Transition Services

4.2.1 The Contractor shall execute the tasks and activities described in the approved Transition Plan (defined in 4.1 above) required to seamlessly transition services from the incumbent to the Contractor.

4.2.2 Prior to the transition of any services from the incumbent to the Contractor, the Contractor shall demonstrate to AZ DCS using the developed transition plan that all required transition activities have been completed and receive AZ DCS approval before the transition occurs.

4.2.3 The Contractor shall manage all transition services with a designated Project Manager to track and report progress and highlight risks and issues that require AZ DCS attention. At a minimum, the Contractor shall produce weekly status reports in a format that has been approved by AZ DCS and that, at a minimum, shall document progress against the Contractor's approved Transition Plan, capture tasks performed, planned tasks, schedule, risks and issues and track progress as a percent complete against the Contractor's transition plan. The Contractor shall attend recurring project meetings to inform the AZ DCS project and executive teams on transition progress and coordinate with



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any independent oversight contractor that AZ DCS may retain for the duration of the project.

4.2.4 The Contractor shall ensure adequate knowledge transfer, occurs between the incumbent, AZ DCS, and the Contractor, which may require an on-site presence during the transition period. The Contractor shall provide a means for verification by DCS that all required skills and capabilities have been adequately transferred.

4.2.5 During the transition period, the Contractor shall report to AZ DCS, on a weekly basis, any tasks that are not performed in accordance with the approved transition plan. The Contractor shall provide AZ DCS with a recovery plan that includes actions to be taken, by whom and by when, and any impacts that these delays may have on the overall scope, schedule, or cost of the project.

4.2.6 The Contractor shall work closely with the incumbent provider for an agreed upon period as identified in the Contractor's transition plan both during the transition and after the Contractor has assumed responsibility for performing the Guardian support activities.

**4.3 Contractor Program Management Services**

AZ DCS will maintain responsibility for overall program management and service delivery of the Guardian system and expects to work closely with the M&O service provider. This section describes the Contractor's requirements to participate in the overall Guardian program service delivery.

4.3.1 The Contractor shall provide executive oversight, overall service management and active stakeholder engagement with AZ DCS leadership to ensure a seamless service management experience between the Contractor's staff and AZ DCS stakeholders and executives. The Contractor shall provide executive leadership necessary to enhance the coordination and accountability of all services provided under this contract and needed to support a strong partnership with AZ DCS staff. The Contractor shall provide a process of engagement with AZ DCS executive staff in the assessment, prioritization, planning, management, and execution of the service activities and investments required to deliver the services required under this contract, which will be reviewed and approved by AZ DCS leadership.

4.3.2 The Contractor shall meet regularly, on a mutually agreed upon frequency, with the AZ DCS Program Management Office to document the strategic product roadmaps developed by AZ DCS product owners and develop implementation plans that ensure that the overall needs of the agency are considered and that all approved initiatives and authorized work are in alignment with agency business priorities.





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4.3.3 The Contractor shall have an active role in the AZ DCS program governance including, but not limited to participation in the AZ DCS governance structure as a trusted advisor and service delivery expert. The Contractor shall provide the AZ DCS governance team with regular updates on program performance and assist in the identification and mitigation of program risks and issues. The Contractor shall work with the AZ DCS executive team to identify and document the appropriate role and responsibilities of Contractor representative(s) and AZ DCS.

4.3.4 The Contractor shall have an active role in working with AZ DCS to identify opportunities for cost containment, reduction, and efficiency. The Contractor shall perform its duties in the most cost-effective manner and proactively work with the AZ DCS team to identify opportunities for cost savings. As part of the ongoing participation in the AZ DCS governance process, the Contractor shall provide the AZ DCS executive team with regular reports, at least quarterly, of overall program costs, including the cost of those services that the Contractor is managing (e.g. cloud-hosted and others) on behalf of AZ DCS as part of this service and the identification of opportunities for cost reduction and/or increased efficiency through configuration or other changes.

**4.4 Guardian Managed Cloud Services**

The Contractor is expected to assume day-to-day operational responsibility for the Guardian managed cloud services. The current environment is described in more detail in **Attachment 11 - BPM004453 Current Environment.**

4.4.1 The Contractor shall provide all required support services to manage, administer, maintain, and document the ongoing operation of the Guardian cloud solution infrastructure and environments identified in the transition plan regardless of use case including, but not limited to infrastructure operating 'as-a-service' and/or on 'virtual machines' such as database, operating system, and web services, as well as specialized platform and software-as-a-service currently running to support the current AZ DCS Guardian applications.

4.4.2 The Contractor shall provide ongoing 24/7 monitoring of all cloud services to ensure all services are operating efficiently and within expected performance range and establish a notification and escalation process to report any operational disruptions or anomalies to the AZ DCS team in a timely manner. The Contractor shall make all monitoring tools, including but not limited to real-time performance dashboard(s) and/or reports, accessible to DCS staff for full transparency of current service performance.

4.4.3 The Contractor shall support all required cybersecurity and compliance requirements as defined by DCS policies and procedures and be able to demonstrate a



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wide range of depth and breadth in security capabilities throughout the life of the contract.

4.4.4 The Contractor shall support the management of an inventory and classification of cloud services including but not limited to the discovery and identification of all configured services within the cloud service accounts under management. The Contractor shall ensure that the inventory is accurately maintained and always reflects the current AZ DCS list of deployed services (“what it is”), even if it does not match the record of what was deployed (“what it should be”) and shall provide an up-to-date inventory report to DCS at least monthly. The Contractor shall use a comprehensive logical tagging facility, integrated with the cloud service providers (virtual) tagging systems, to aid classification, reporting, cost controls, and policy enforcement automation.

4.4.5 The Contractor shall support the use of Cloud Service Expense Management (CSEM) and Optimization including but not limited to providing a means for tracking ongoing costs at both detail and aggregate levels and provide a capability to recommend and optionally automate the implementation of the periodic rightsizing of resources as directed and approved by AZ DCS. The Contractor shall provide a process for cost monitoring and timely notification to AZ DCS of sudden or abnormal cost increases and ensure that services that will impact cost are not added without AZ DCS’ prior approval.

4.4.6 The Contractor shall support identity, security and compliance management including, but not limited to providing a means for integrating with identity providers and federated systems, including publishing methods by which policies can be defined and enforced through automation, manual workflows, or both.

4.4.7 The Contractor shall provide support for security-focused managed services including, but not limited to services focused on securing the workload and ensuring that threats and vulnerabilities are proactively addressed through activities such as patching operating systems. The Contractor must also offer services, such as reporting, that check the AZ DCS Program’s established configurations for compliance with security best practices and, if necessary, provide subsequent remediation assistance.

4.4.8 The Contractor shall support complex compliance including, but not limited to the ability to service the AZ DCS Program use cases requiring complex compliance adherence, both through technical means and through standardized contracting accelerators such as the compliance requirements of HIPAA, FedRAMP and NIST 800-53.

4.4.9 The Contractor shall support planning and onboarding of new services or cloud-hosted resources including but not limited to providing technical support to AZ DCS staff



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in the evaluation of options available, system capacity planning, devising an onboarding plan and designing attendant solutions accordingly.

4.4.10 The Contractor shall provide AZ DCS with guidance on cloud-services best practices including optimization of its cloud services by proactively sharing best practices in all aspects of cloud usage and adoption including, but not limited to resource capacity and performance planning.

4.4.11 The Contractor shall provide for the continuous improvement of the managed services including but not limited to updating and maintaining portions of the stack, such as, at a minimum, the operating systems, databases, supporting applications and any other related infrastructure software. The Contractor shall provide insights and recommendation on both traditional workloads that use monolithic software stacks in virtual machines as the primary deployment unit composed of an operating system, middleware, and the application itself, as well as virtualized workloads and native cloud services; and identify any opportunities for improvement to be considered by AZ DCS.

4.4.12 The Contractor shall support the managed DevSecOps environment including, but not limited to the curation of tools, automated processes and integrations that create a DevSecOps and continuous integration / continuous delivery environment.

4.4.13 The Contractor shall provide support for IT Service Management (ITSM) tools including, but not limited to working with existing ITSM tools via prebuilt connectors or APIs. The Contractor shall ensure that any tools, commercial or open source licensed, provided or required by the Contractor are approved by AZ DCS.

4.4.14 The Contractor shall provide support for “Capability to Automate” including, but not limited to ensuring that the Contractor’s tools and platforms are not only driving automation of tasks, but also generating maximum efficiency from that automation.

4.4.15 The Contractor shall work with AZ DCS to devise a clear delineation of roles and responsibilities for the ongoing management of the cloud services, where there is an expectation that AZ DCS will have specific responsibilities.



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#### 4.5 Guardian Operational Support Services

The AZ DCS currently operates a help desk that provides end-user support during normal business hours and on-call service after hours. The AZ DCS will continue to provide three levels of help desk support: tier 1, basic intake and incident identification and classification; tier 2, more in-depth technical support; and tier 3, expert product support/subject matter expertise. The Contractor is expected to support the AZ DCS support staff by providing 24x7x365 'tier 4', deep technical support, for the most critical (e.g. Priority 1) issues and on-demand, 'crisis' response, after normal hours. This section describes the operational support requirements.

4.5.1 The Contractor shall provide "tier 4" support to the AZ DCS support staff. The Contractor shall provide access to expert technical support staff 24 hours per day, 7 days per week (24x7) that can assist in the resolution of escalated tickets related to the systems under support.

4.5.2 The Contractor shall use the DCS Service Desk Plus support ticket tracking system to log and update support request activity in a timely and accurate manner and in compliance with agreed upon service level targets.

4.5.3 The Contractor's support staff shall participate in recurring incident and problem reviews and process improvement working sessions with AZ DCS help desk managers which take place during business hours and on a regular recurring schedule. The Contractor's support staff shall provide expertise and insights on the incident volumes, patterns and trends and offer suggestions for reducing and/or addressing recurring incidents.

4.5.4 The Contractor shall provide advanced technical support and expertise to assist the AZ DCS support team with more in-depth problem management and root cause analysis. The Contractor shall work closely with the AZ DCS support team to evaluate software defects found in production that cannot be resolved by the AZ DCS support team.

4.5.5 The Contractor shall support problem management by providing a documented process in AZ DCS Service Desk Plus for the recording, analysis, and resolution of more complex defects. The Contractor shall work with AZ DCS support staff to create a process for the categorization, recording and classification/prioritization of incidents and problems that are escalated to the Contractor's support team.



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4.5.6 The Contractor shall support root cause analysis by providing a process for the evaluation of recurring problems, identification of problem characteristics, the problem technical resolution, the monitoring of incidents until a resolution is accepted by AZ DCS support staff and a detailed written report of each problem and resolution.

4.5.7 The Contractor shall provide regular and recurring reporting of critical defects, escalated incidents and issues, and root cause analysis to identify trends, assessment of impacts and opportunities for system improvements.

4.5.8 The Contractor shall support all current, in-production system integrations and interfaces, including but not limited to, the technical support of each interface, the timely and accurate maintenance of all associated documentation, the monitoring of interface health and performance, coordination with other parties for the purpose of support and integration, and the managing of any required interface-related technologies, such as gateways, integration hubs, and API management platforms.

4.5.9 The Contractor shall perform an initial inventory and technical assessment of the current condition of each in-production interface to establish the current performance baseline, see **Attachment 11 - BPM004453 Current Environment** for current interface list. Based on this assessment, the Contractor shall develop an interface catalogue and interface maintenance and support plan that includes any required immediate actions needed to maintain each interface and a suggested interface/integration development roadmap to address any identified concerns as well as recommendations for API development and/or reuse.

4.5.10 The Contractor shall provide periodic analysis and design services to the AZ DCS team and their partners when new integrations are requested and make specific technical and operational recommendations as to how to best accommodate new integrations and/or improve overall system integrations, including but not limited to developing guidelines and procedures for reuse of existing integrations or integration methods.

4.5.11 The Contractor shall provide periodic integration development support services needed to onboard/offboard new interfaces including, but not limited to the interface design, development, testing and deployment to production. The current in-production interfaces are listed in **Attachment 11 - BPM004453 Current Environment**.

4.5.12 The Contractor shall design and document a service continuity plan that enables the continuation of critical business services/processes and protection of the supported systems in the event of an unplanned disruption of any major solution components that prevents the normal operation of the business systems.



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4.5.13 The Contractor shall document and maintain/update a detailed disaster recovery plan that meets AZ DCS-established Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) within the constraints of existing cloud hosted service capabilities and service level target commitments.

4.5.14 The Contractor's updates to the disaster recovery plan shall include, at a minimum, the operational detail for continued access to any required data, back-ups, storage management, and contingency operations needed to recover supporting systems within established recovery requirement timeframes after an unplanned disruption that has prevented normal operation and use of the systems.

4.5.15 The Contractor shall establish processes to ensure disaster recovery and emergency management plans are kept up-to-date and reflect any changes made to the systems under support.

4.5.16 The Contractor shall design, document, implement and maintain a suitable disaster recovery environment including all required systems, software, and hardware for dependent systems that are not a part of the cloud hosted environment.

4.5.17 The Contractor shall design, document, implement and maintain a mechanism for any required data replication to ensure that ongoing access to data continues to occur in the event of an unplanned disruption to the systems under support.

4.5.18 The Contractor shall design, document, and perform recurring disaster recovery testing process that verifies all aspects of the disaster recovery plan and establish a regular, recurring annual testing schedule that involves AZ DCS staff members. The contractor shall support AZ DCS' business continuity planning and testing process, as appropriate.

4.5.19 The Contractor shall document the results of all disaster recovery testing and specifically identify any issues found during disaster recovery testing and provide detailed a detailed report to AZ DCS that includes recommended action plans to address any identified issues.

4.5.20 In the event of an actual unplanned disruption that prevents the normal operation of the business systems, the Contractor shall lead, coordinate, and perform the disaster recovery efforts identified in the disaster recovery plan.

4.5.21 The Contractor shall develop training plans to ensure its staff gain the knowledge required and maintain proficiency to perform the required services.



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4.5.22 The Contractor shall develop training plans that are comprehensive and cover all aspects of the supported systems, platforms, tools, technology, configuration, and customization.

4.5.23 The Contractor shall design a methodical approach for the planning and execution of training activities, including communication with participants, determining the most appropriate training staff and delivery approach for a given audience.

4.5.24 The Contractor shall provide training administration, including communication to participants of available training and registration/completion by staff.

4.5.25 The Contractor shall perform training and other related activities required to ready the support team.

4.5.26 The Contractor shall establish a process for the on-going maintenance of the technical, end user and model of practice process training material that factors in feedback for content and delivery improvements plus updates no less than once per quarter to as required due to system changes over time.

4.5.27 The Contractor shall identify when specific staff roles will need training prior to releases or changes to the system.

4.5.28 The Contractor shall provide a comprehensive approach and methodology for developing and delivering technical and end-user training documentation and materials for all services being provided.

4.5.29 The Contractor shall identify the required training materials for various technical teams and produce all required technical training materials to address technical training needs identified including, but may not be limited to, on-line interactive self-learning training, technical manuals and instructor led classroom training material.

4.5.30 The Contractor shall provide electronic copies of all technical training materials in a format that is approved by AZ DCS and can be easily accessed, updated, and printed by AZ DCS technical Staff using software for which AZ DCS owns any required licenses.

4.5.31 The Contractor shall provide an approach and methodology for knowledge transfer that ensures that knowledge transfer occurs between the Contractor's team and key AZ DCS staff throughout the contract term. This includes identifying key roles as part of the transition plan and engaging personnel throughout the transition and into the support periods to ensure they receive the knowledge required to fill the role. The Contractor shall provide checkpoints throughout the project to ensure the required knowledge is being transferred and establish corrective action plans, if required.





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4.5.32 The Contractor shall provide any required training to AZ DCS team members for any changes (e.g., functionality, architecture, etc.) throughout the project, at a minimum at each release, to ensure AZ DCS technical personnel understand the changes.

#### **4.6 Routine Guardian Application Support and Minor Development Services**

The Contractor is expected to support the current in-production application software using a fixed-capacity development team working and available during Arizona local time, normal business hours and days. This section describes the requirements for routine software support and minor development services.

4.6.1 The Contractor shall provide a fixed capacity, fixed cost, full-service team dedicated to the support the current in-production Guardian application software at a level sufficient to address the current/anticipated volume of routine defects and minor enhancements found in the current AZ DCS backlog. The Contractor is expected to work with AZ DCS during the contract negotiations phase to finalize an acceptable team size and capacity needed to support the current system support efforts. The Contractor shall provide a detailed support staffing plan that clearly defines the key roles and responsibilities for both the Contractor's staff and DCS staff.

4.6.2 The Contractor shall work with AZ DCS and the incumbent service provider to enhance the current ADO (Azure DevOps) implementation with a more standards-based development environment for scaled agile software development methodologies that is easier to use and support than the current, highly customized ADO implementation. The Contractor may also recommend other tools / methodologies that could be used to simplify the current development process.

4.6.3 The Contractor shall provide a system for software development workload tracking. The Contractor shall work with AZ DCS Product Management and support staff to develop a defect/ enhancement request tracking, intake, and prioritization workflow, as all defects and enhancement requests will be recorded, tracked, and resolved within the Contractor's system as well as any Product and Backlog Management tools used by the AZ DCS Product Management team.

4.6.4 The Contractor shall provide dedicated support staff to work with AZ DCS to routinely review and prioritize the maintenance backlog and manage the routine maintenance work. The Contractor will work with AZ DCS staff to devise workplans and development schedules that address the maintenance backlog in the most efficient and effective manner. The Contractor will provide a single point of contact responsible for managing the minor enhancements work and effort of the Contractor's application maintenance and operations team and reporting on performance and progress.





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4.6.5 The Contractor shall provide dedicated systems analysts to work with AZ DCS Guardian subject matter experts and business analysts to evaluate and document reported defects in sufficient detail to make them ready for development work. This includes conducting an initial assessment of the defect or minor enhancement request, documenting what's required to resolve the defect or satisfy the request and describing testing/acceptance criteria.

4.6.6 The Contractor shall provide dedicated support staff experienced in enterprise system and integration testing to devise and implement a comprehensive testing plan that covers all aspects of system testing including but not limited to unit testing, integration testing, regression testing, release testing, user acceptance testing and overall system performance testing. AZ DCS staff will perform all final user acceptance testing and be responsible for final acceptance of all delivered software. All work delivered by the Contractor to AZ DCS for testing must be fully tested first by the Contractor's staff prior to it being released to AZ DCS for quality assurance and final user acceptance testing and all test results must be fully documented, including test scripts and acceptance criteria, and available to AZ DCS staff for review. The Contractor shall work with the AZ DCS to design and implement a comprehensive testing process to be used on all Contractor developed software that accounts for AZ DCS quality assurance and acceptance testing.

4.6.7 The Contractor shall follow the established AZ DCS change, and release management processes, procedures, standards, and systems required for the management and coordination of all maintenance related application changes and deployments to all environments and systems.

4.6.8 The Contractor shall maintain overall accountability for system change management activities, overseeing, executing, and managing the change and release management processes in compliance with AZ DCS standards.

4.6.9 The Contractor shall develop and maintain a schedule of planned changes and provide easy access and visibility to upcoming and recent changes to AZ DCS stakeholders.

4.6.10 The Contractor shall design and implement a comprehensive and consistent process and tools for formally identifying and controlling configuration of all items under support including software and infrastructure under support, including customizations.

4.6.11 The Contractor shall provide a configuration management process that accounts for any concurrent software development efforts of AZ DCS and the Contractor's staff.



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4.6.12 The Contractor shall maintain infrastructure configuration using the existing AZ DCS Service Desk tool and ensure that all configuration items are up to date and that changes to configuration are reflected in a timely manner.

4.6.13 The Contractor shall notify AZ DCS in a timely manner of any errors or omissions found by the Contractor in the configuration management system.

4.6.14 The Contractor shall identify any infrastructure configuration changes including those within or the result of a change request or release update and ensure the configuration management tool is updated as part of the release.

4.6.15 The Contractor shall use data obfuscation techniques (e.g., masking, encryption, tokenization, etc.) and tools in the non-production environments (dev, test, training, etc.) to ensure all sensitive, identifiable personal information are properly protected according to state and federal policies and regulations. In the case of use of offshore resources, the Contractor shall be able to demonstrate that no client data shall traverse the national boundaries of United States.

**4.7 Guardian Major Enhancements and Solution Architecture Services**

The Contractor is expected to support the development of larger, more complex enhancements and/or architectural changes using a fixed-capacity development team. This section describes the requirements for major enhancement and re-architecture services.

4.7.1 The Contractor shall provide a full software development team (including software engineers, analysts, solution architect, testers, product owner, etc.) with a fixed capacity of 12,000 development hours per quarter dedicated to the development of larger, more complex enhancements and system architecture changes. The Contractor shall work with AZ DCS to determine the appropriate size (capacity) of this team based on an evaluation of the current solution architecture and product backlog.

4.7.2 The Contractor shall provide a mechanism for AZ DCS to temporarily increase the size of the development team(s) up to 10,000-hours per quarter on a temporary, as-needed basis to increase capacity when needed to address high priority and/or urgent requests that cannot be handled by the development team in a timely manner.



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4.7.3 The Contractor shall establish and follow a standard software development methodology including process and tools. AZ DCS has a strong preference for the use of Enterprise Scaled Agile software development lifecycle (SDLC) methodology or a suitable hybrid approach that can best meet the department's needs. The contractor to provide appropriate training for AZ DCS stakeholders (especially the Product Management team) in the proposed methodology to ensure effective and productive engagement in the software development lifecycle.

4.7.4 The Contractor shall work with AZ DCS to devise a Work Order request process that can be used to initiate a request for enhancement work that is determined to be outside of the scope or capacity of the routine support team for routine maintenance, such as activities associated with either an Epic (a related grouping of capabilities, features, and stories), solution increment (i.e., multiple sprints) or an individual sprint/iteration. Enhancement work order requests will be initiated by authorized AZ DCS staff. The purpose of the work order request is to provide a minimum level of detail required for the Contractor to accurately estimate the level of effort and associated cost of the work for AZ DCS approval. The Contractor shall work with AZ DCS to improve and finalize the Work Order Request template 30 days prior to a formal Enhancement Work Order proposal is due to AZ DCS.

4.7.5 The Contractor shall develop a major Work Order request process that can be used for the intake, evaluation, and prioritization of requests for enhancements that require change(s) to the solution architecture or major refactoring work that are submitted by the AZ DCS Architecture Review Board (ARB). A sample form/template is provided at the end of this section for illustrative purposes.

4.7.6 The Contractor shall work with AZ DCS to devise a process by which work order requests are evaluated by the Contractor so that the Contractor can provide a firm fixed level of effort and cost proposal. Depending on the level of effort and the available capacity of the major enhancement development team, work orders may be determined to be 'no cost', meaning they are sequenced in the current capacity of the development team as a minor enhancement or 'additional cost', meaning the work will be done by additional resources outside of the fixed capacity of Guardian Application maintenance team. A sample form/template is provided at the end of this section for illustrative purposes.



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4.7.7 The Contractor shall work with AZ DCS to devise a process by which work requests are approved by the AZ DCS team. The approval process shall clearly identify the approval process and authority required to authorize additional effort, which may include the issuance of a purchase order, a new Work Order or some other required ordering documentation.

4.7.8 The Contractor shall provide dedicated technical staff including but not limited to solution architect, senior developers, and business/system analysts to evaluate major enhancement and re-architecture work order requests and to create a solution design and development plan. The Contractor shall present a detailed solution design and development plan that clearly describes the planned software and/or architectural changes required and the implications, if any, to the current solution design for each work order to AZ DCS for review and approval before work begins. The Contractor's composite rate for "major enhancements" work must include the effort required by the contractor to prepare a high quality and complete response to each Work Order Authorization request at no additional cost to AZ DCS.

4.7.9 The Contractor shall provide dedicated support staff to work with the AZ DCS Product Management team to routinely review and prioritize the product backlog and manage the major enhancement and reporting/analytics work being performed by the Contractor's development teams. The Contractor shall work with the AZ DCS staff to devise product roadmaps, development schedules and a development cadence to address the major enhancement work in the most efficient and effective manner.

4.7.10 The Contractor shall provide dedicated support staff experienced in enterprise system testing to devise and implement a comprehensive testing plan that covers all aspects of system testing including but not limited to unit testing, system testing, integration testing, smoke testing, regression testing, release testing, user acceptance testing and overall system load and performance testing. All work delivered by the Contractor must be fully tested by the Contractor's staff prior to it being released to AZ DCS for acceptance testing and all test results must be fully documented, including test scripts and acceptance criteria, and made available to AZ DCS Quality Assurance staff for review. The Contractor shall work with the AZ DCS to design and implement a comprehensive test or behavior driven development process to be used for all Contractor developed software.



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4.7.11 The Contractor shall work closely with AZ DCS support staff to develop, document, and implement approved enhancement changes and release packages according to approved changed and release management processes, procedures, standards, and systems required for the management and coordination of all software deployments to all environments.

4.7.12 The Contractor shall follow the comprehensive and consistent process and tools for formally identifying and controlling configuration items for all items being released to production including software and infrastructure under support.

**4.8 Business Analytics and Reporting Services**

The Contractor is expected to support the current business analytics and reporting environment including but not limited to the support of the environment as well as support for the development of new reports, dashboards, data views, data integrations and/or other data analytics tools. This section describes the requirements for business analytics and reporting.

4.8.1 The Contractor shall provide a data warehousing, reporting and analytics development team (including data engineers, data analysts, ETL developers, BI solution architect, testers, product owner, etc.) with a fixed capacity of 5,000 development hours per quarter dedicated to the development of new visualization dashboards, standard mandated reports, and new descriptive and predictive analytics. The Contractor shall work with AZ DCS to determine the appropriate size (capacity) of this team based on an evaluation of the current solution architecture and product backlog.

4.8.2 The Contractor shall provide a fixed capacity full-service business analytics and reporting team dedicated to the support the current in-production analytics and reporting environment level sufficient to address the current/anticipated volume of routine requests for reports and data analytics needed to support the ongoing operation. The Contractor is expected to work with the AZ DCS to establish an acceptable team size and capacity needed to support the current reporting and analytics efforts.

4.8.3 The Contractor shall assume responsibility of the existing business analytics and reporting environment from the incumbent service provider and is expected to continue to maintain the existing environment for reporting and analytics. The Contractor shall make an initial assessment of the reporting and analytics environment including tools, processes and documentation and may over time make recommendations for changes to improve the efficiency of the data analytics team, so long as the Contractor is able to meet its support obligations. The Contractor shall define, optimize, and plan for evolving the



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technical architecture and infrastructure components that directly or indirectly affect analytic capabilities.

4.8.4 The Contractor shall provide technical expertise needed to support the integration of reporting and analytics capabilities into all aspects of the solution architecture to improve/enhance users access to data from within the developed and supported applications.

4.8.5 The Contractor shall use the MS Azure ADO work items for data analytics and report request tracking. The Contractor shall work with AZ DCS support staff to develop a data analytics and report tracking, intake, and prioritization workflow, as all data analytics requests will be recorded, tracked, and resolved within Azure ADO.

4.8.6 The Contractor shall provide dedicated support staff to work with AZ DCS to routinely review and prioritize the data analytics and reporting request backlog and manage the routine work. The Contractor will work with the AZ DCS staff to devise workplans and development schedules that address the data analytics and reporting backlog in the most efficient and effective manner. The Contractor will provide a single point of contact responsible for managing the data analytics work of the Contractor's development team and reporting on the team's performance and progress.

4.8.7 The Contractor shall provide dedicated support staff experienced in data analytics and reporting to work with AZ DCS staff to evaluate and document DCS approved data analytics and reporting requests in sufficient detail to make them ready for development work. This includes conducting an initial assessment of the request, documenting what's required to address the request and describing testing/acceptance criteria.

4.8.8 The Contractor shall provide dedicated support staff experienced in testing to test all work performed by the Contractor's data analytics and reporting team prior to it being released to AZ DCS for acceptance testing. The Contractor shall work with the AZ DCS to design and implement a comprehensive testing process to be used on all Contractor developed reports.

4.8.9 The Contractor shall provide a mechanism for documenting and sharing data analytics project work including but not limited to the analytic reference architecture and data models.

4.8.10 The Contractor shall work with AZ DCS to continue to build on the current design and development effort to deploy a comprehensive Enterprise Data Warehouse that can support the growing demands for more advanced analytics and improve the capabilities



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for self-service business intelligence (BI), augmented analytics, data science and machine learning (ML).

4.8.11 The Contractor shall provide services for identifying, determining the fitness of, determining potential uses for, and documenting the access methods and costs of external datasets. These services must include an ongoing awareness and communication of open and syndicated data that could prove valuable, especially in identifying key trends within the AZ DCS or leading indicators.

4.8.12 The Contractor shall work with DCS Data Governance team using MS Purview to establish an online directory of available information assets. This directory should include metadata sufficient to describe the business meaning, format, source, acceptable usage, privacy/security features, quality characteristics, alternatives, and linked data. The Contractor must focus on those data sources that already offer, or are likely to offer, multiple analytic uses throughout the business. The Contractor must allow AZ DCS business and IT team members to contribute to the directory collaboratively.

4.8.13 The Contractor shall establish and maintain a function/application library of reusable analytic components (e.g., algorithms, predictive models, pattern detection and metrics). The Contractor shall ensure that each of these functions/applications is updated to the current version, described accurately, and advertised effectively.

4.8.14 The Contractor shall provide subject matter expertise to assist the AZ DCS in implementing and communicating a hierarchy of data and analytic governance precepts (i.e., principles, guidelines, policies, standards, and procedures). The Contractor shall monitor self-service environments to identify when data and analytics solutions or usage run afoul of established governance.

4.8.15 The Contractor shall work with AZ DCS Data Governance team to define, and document AZ DCS' Data Governance needs which includes the following tasks and deliverables:

- Guiding Principles
- Data Ownership Definition Process
- Data Dictionaries, Schemas, and Models
- Data Management – Change Management Process
- Data Management – Issue Resolution Process
- Data Security Management





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4.8.16 The Contractor shall define and document the data quality and Business Intelligence and Analytical needs of AZ DCS which includes the following tasks and deliverables:

- Recommend Scalable Data Architecture
- Review and recommend updates to Data Quality Rules and Standards
- Prepare Business Intelligence and Analytics and Data Quality Plan
- Design data cleansing/enrichment procedures
- Support the State in Data Cleanse/Merge/Augment

4.8.17 The Contractor shall enable AZ DCS to access core business data including, but not limited to child, family, case, and management data for reporting and visualization dashboards including addressing the following tasks and outcomes:

- Define approach for standard production, parameter driven, user defined and ad-hoc reports (including role-based access controls and dynamic role-specific filtering)
- Assist in defining discovery and dashboards (County caseworker, supervisor, managers and executives and State Child Welfare Program staff and managers) needs and requirements
- Assist in determining Key Performance Indicators (KPIs) across the Child Welfare Program
- Dashboard Design
- Dashboard Reporting

4.8.18 The Contractor shall assist DCS in the design of a business-outcome-driven evolution roadmap for building out an analytics capability — including a Reporting and Analytics (R&A) platform. Starting with business outcomes, identify analytical capabilities. These capabilities are then clustered into building blocks, resulting in a high-level architecture. The future AZ DCS Child Welfare Program R&A platform is expected to consist of a few main parts or sub-platforms including:

- An Analytics and Business Intelligence Platform
- A Data Management Platform
- A R&A Governance Platform

4.8.19 The Contractor shall deploy an agile R&A team consisting of R&A professionals, business domain experts and business representatives, who are mandated to make





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decisions in this context. This team will develop managed R&A products by configuring standard solutions or by implementing a tailored solution. If the Contractor is implementing tailored solutions, they must be classified as simple, moderate, or complex. Then, estimate how long it takes an experienced developer to write a report/dashboard in each category (three or four hours for simple [with testing], one or two days for moderate, and five to seven days for complex). The team needs to be able to approximate how long implementing a tailored solution will take and how many full-time equivalents (FTEs) are required. The team should work in an iterative manner.

4.8.20 The Contractor's R&A team shall start by creating prototypes of new R&A products using (raw source) data available in a sandbox. Once crystallized, the required data would be modeled by the team. This will then be followed by the team's implementation of data integration, persistent data storage structures and logical data views in a Logical Data Warehouse. Data architectural guidelines shall be applied to capitalize on existing (AZ DCS-wide or cross-functional) data views as a foundation for more specific views — or develop new, generic data views. The Contractor's R&A team shall achieve the consistent use of generic views reducing the risk of ending up with a platform that is technically integrated but is siloed in terms of data syntax and semantics.

4.8.21 The Contractor shall work with the AZ DCS data governance team and business users to determine their needs in terms of functionality and data. Assess how business needs can be accommodated, and which augmented analytics tools will be needed to do this. The Contractor shall promote the benefits of tool standardization and cater data needs by iteratively modeling and implementing data views in the logical data warehouse. This work should focus on "self-service" as a spectrum and addressing the different needs of users. For example, some business users only use predefined datasets (or views) for ad hoc reporting, whereas others — if they have sufficient skills — have access to unprepared data in a data lake. Through self-service data preparation, such business users can use Logical Data Warehouse data views, a data lake or other data sources, as a basis for their self-service analytics. In all cases, the Contractor shall support this through metadata management, including a data catalog, a business glossary, lineage, authorization, and privacy protection in accordance with all AZ DCS compliance, standards, and procedures.

4.8.22 The Contractor shall support the development of a data-driven culture and data to create more awareness about the importance of data, metadata, and the use of a common platform, among other factors

#### **4.9 Staffing**



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4.9.1 The Contractor shall identify at least one senior member of the Contractor's team responsible for the overall delivery and who will act as the single point of contact between the AZ DCS and the Contractor in accordance with ARS 8-463.

4.9.2 The Contractor shall identify and provide a listing of all key project personnel considered to be the core of the delivery of the Contractor's services and expected to be the major participants in all service delivery activities.

4.9.3 The Contractor shall provide a mechanism for the AZ DCS to review and approve each core project team member prior to the start of the project.

4.9.4 The Contractor shall provide a mechanism for the AZ DCS to request a change in core project team members if a Contractor's team member is determined to be incompatible with the AZ DCS project team and/or unable to satisfactorily perform their duties on the Contractor's team.

4.9.5 The Contractor shall manage its staff in a manner that ensures service delivery will not be affected by fluctuations in staffing and other assignments. The Contractor shall have a staff management plan that includes standards, policies and procedures regarding hiring, professional development, and human resource management to maintain staffing quality and consistency.

4.9.6 The Contractor shall provide its staff with sufficient onboarding and training to ensure that staff are able to perform their assigned duties proficiently.

4.9.7 The Contractor shall ensure that there are no 'single-points-of-failure' in key staff positions and that key staff positions are appropriately staffed to deliver the required services in the event of unexpected staff changes without disruption of core services for the duration of the project.

4.9.8 The Contractor shall identify the key roles and responsibilities of the incumbent solution provider and the Contractor's expectations for the incumbent during the transition period.



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4.9.9 The Contractor shall identify the key roles and responsibilities of the AZ DCS staff and the Contractor's expectations for the AZ DCS during both the transition and operating period. The contractor shall maintain an up-to-date organization chart with staff names and contact information throughout the life of the engagement.

4.9.10 The Contractor shall provide a detailed staffing plan that includes a description of all roles and responsibilities for each of the key organizations providing support for the Guardian system including, but may not be limited to, the Contractor, subcontractors, the incumbent, and the AZ DCS. The Contractor shall provide, at a minimum quarterly, updates to the staffing plan, including any changes that have been agreed to by AZ DCS.

4.9.10 The Contractor shall ensure that all Contractor staff members, employed or subcontractors, have a clear central registry background check and a level-one fingerprint clearance card prior to delivering services to AZ DCS, which is to be reviewed and updated annually.

4.9.11 The Contractor shall have a clear pre-employment drug test result, as well as clear random biennial drug testing results for all Contractor staff members, employed or subcontractors.



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**5.0 OPTIONAL SERVICES:**

The following services are optional. Contractors may provide a response to these requirements if they feel as though these services can best be provided by their firm.

**5.1 Solution Architecture Assessment**

Guardian is a custom software solution built using the Microsoft Dynamics platform. The system was first released into production February 2021 (R1) and while stable, AZ DCS has identified several challenges and opportunities for improvement including:

- Several hundred outstanding functional enhancement / optimization requests
- Rapidly increasing technical debt due to high levels of customization
- User experience issues, not well aligned with model of practice or life of a case
- Highly segmented workflow that does not ‘seamlessly’ follow a child welfare case
- Data needs to be entered chronologically and sequentially for the system to function appropriately
- Limited decision support capabilities needed manage cases and comply with policies
- Duplication of key information such as “person” records
- Lack of reliability and trust in system data (accuracy and quality)
- Limited ability to support data integration from other systems
- Limited ability to correct data records

Based on these challenges, AZ DCS seeks a comprehensive and objective assessment of the solution architecture to identify design and configuration changes that can be made to address these issues and continue to advance the system to meet current and future needs. The purpose of this assessment is not to replace the system, but to provide recommendations for improvements that can be made to the current system.

At a minimum, the Solution Architecture Assessment shall include:

5.1.1 The Contractor shall review and assess the current outstanding backlog items which include minor and major enhancement requests.

5.1.2 The Contractor shall review and assess the current solution business and information architecture and assess the strengths, challenges and gaps in the seamless integration and flow of processes and data/information throughout the life of a child welfare case. This flow of process and data/information is critical at each phase of the child welfare case in justifying and guiding AZ DCS involvement with a family in ensuring the safety of a child(ren).

5.1.3 The Contractor shall review and assess the alignment between the current system capabilities and the AZ DCS workflows including model of practice, procedures, and timelines.



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5.1.4 The Contractor shall review and assess the needs of the system users at each phase of the workflow in preparing and planning for family and child engagement including what data and information is needed, when it is needed and by whom.

5.1.5 The Contractor shall review and assess the data collection and management needs of the system users at each phase of the workflow in preparing and planning for family and child engagement including what data and information is needed, when it is needed and by whom.

5.1.6 The Contractor shall review and assess the decision support needs of the system users at each phase of the workflow in preparing and planning for family and child engagement including how decisions are supported at which stage of the case, what processes and tools can be used to ensure efficiency and compliance, and that users have the information necessary to support their efforts and are confident in their decisions.

5.1.7 The Contractor shall review and assess the technical design including the solution infrastructure and software source code, and development tools and practices.

5.1.8 The Contractor shall review and assess the data design and architecture including, but not limited to the needs of the system of record, data duplication and business analytics and reporting requirements.

5.1.9 The Contractor shall provide a detailed solution architecture assessment report and recommendations for improvements that can/should be made to the current solution release. The report should identify the specific operational benefits/justification for the improvements (e.g. the business case), the proposed changes to the development environment and practices including software design and data model, the proposed changes to the solution and architecture including software design and data model, the proposed timeline including the identification of major and minor milestones that will be used to demonstrate progress, and an estimated level of effort, including a detailed description of the specific roles and responsibilities of both the Contractor and AZ DCS that would be required to complete the recommended changes.

**5.2 Human Centered Design Assessment**

The Guardian system and public portal were designed to meet specific requirements of each stage in the lifecycle of a case. After more than a year in production, it has become clear that the user experience is not optimal for the various system users, their workflows, and their need to access timely and accurate information anytime and from anywhere.



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Based on these challenges, AZ DCS now seeks a comprehensive and objective assessment of the solution usability, specifically focusing on needs of the caseworker and supervisor and applying human centered design principles, methods, and approaches to create the optimal experience for each type of Guardian end-users.

At a minimum, the Human Centered Design Assessment shall include:

5.2.1 The Contractor shall review and assess the various user personas that interact with the system. Using human centered design principles and an approach like those defined in ISO 9241-210, the Contractor shall document, at minimum, each users' goals, operational needs, journey map, and pain points having to do with the usability of the current system.

5.2.2 The Contractor shall review and assess the technical design approach including the current use of tools, techniques, methods, design pattern libraries, and other common UI elements used to create the current user experience and workflows, including an assessment of adaptive design principles and consistency of the user experience regardless of end user device or the location of the user (e.g., mobile phone, tablet, desktop/laptop).

5.2.3 The Contractor shall provide a detailed human centered design assessment report and recommendations for improvements that can/should be made to the current user interface. The report should identify the specific operational benefits/justification for the improvements (e.g. the business case), a general usability report, the proposed changes to the user interface including, but not limited to journey maps, wireframes, mockups, and style guides. The Contractor's report shall include a proposed timeline including the identification of major and minor milestones that will be used to demonstrate progress, and an estimated level of effort, including a detailed description of the specific roles and responsibilities of both the Contractor and AZ DCS that would be required to complete the recommended changes.



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**6.0 PERFORMANCE MANAGEMENT AND SERVICE LEVEL TARGET REQUIREMENTS**

It has been the experience of AZ DCS that service levels developed only by one side are not as effective as when developed collaboratively with the service provider. The service levels to be developed under this contract will be focused on the Contractor's performance of their contracted services and not on the performance of the cloud-hosted services, which are governed by the cloud provider contracts and associated service level agreements. This section describes the contract performance (e.g. Service Level) requirements.

- 6.1 The Contractor shall work with AZ DCS to finalize a comprehensive service level agreement as part of the transition plan that ensures the Contractor meets its performance obligations and provides for the early detection and remediation of any service-related issues.
- 6.2 The Contractor shall work with AZ DCS to identify the specific service areas where service level agreements and performance targets will be developed. As a starting point, the focus areas most important to AZ DCS are application availability, system performance, development velocity (backlog size), software quality (defects in UAT and Production), support incident responsiveness, disaster recovery (RTO/RPO), deliverable quality and timeliness, and client satisfaction survey scores.
- 6.3 For each service area being measured, the Contractor shall identify one or more key performance indicators (KPI) to be measured and describe why that measure is the best representation for performance. The KPI must be easily measured and time-based to demonstrate changes over time. The Contractor shall describe how and when the KPI will be measured.
- 6.4 The Contractor shall be responsible for monitoring and reporting of each of the key performance indicators and the Contractor shall report performance in each of the measured areas no less than monthly. The Contractor's performance report shall include what is being measured, the performance standard and if the standard was met or not for the reporting period.
- 6.5 The Contractor shall work with AZ DCS to devise one or more remedies for missed KPI's. Remedies may be in the form of service credits or monetary discounts but must be sufficient to ensure accountability for missed service levels and encourage high-level performance.
- 6.6 At a minimum, the Contractor shall meet or exceed the following proposed minimum performance measures:



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Average Time to Resolution	2 Hours	Monthly	90%	15%	Penalty applied to total bill. Average Time to Resolution = (Total Time to Resolution / Total Number of Tickets) x 100 Average Time for Severity 1 Incidents not to exceed 2 hours
Average Time to Resolution	4 Hours	Monthly	90%	10%	Penalty applied to total bill. Average Time to Resolution = (Total Time to Resolution / Total Number of Tickets) x 100 Average Time for Severity 2 Incidents not to exceed 4 hours
Average Time to Resolution	16 Hours	Monthly	90%	5%	Penalty applied to total bill. Average Time to Resolution = (Total Time to Resolution / Total Number of Tickets) x 100 Average Time for Severity 3 Incidents not to exceed 16 hours
Completion	AZ DCS approved RCA of Severity 1 and 2 Incidents within 5 business days	Monthly	95%	10%	Penalty applied to total bill.
Completion	Maintain in scope services, system, and software at cloud providers published schedule.	Monthly	100.00%	2%	Penalty applied to total bill.
Completion	Maintain in scope services, system, and software at cloud providers published schedule.	Monthly	99.99%	4%	Penalty applied to total bill.
Completion	Maintain in scope services, system, and software at cloud providers published schedule.	Monthly	95%	4%	Penalty applied to total bill.
Completion	Maintain in scope services, system, and software at cloud providers published schedule.	Monthly	95%	4%	Penalty applied to total bill.
Completion	Change Order completed correctly the 1st time performed	Monthly	98%	2%	Penalty applied to total bill.
Completion	Incidents caused by Change Order	Monthly	2%	5%	Penalty applied to total bill.
Completion	Change failure rate looks at how many deployments were attempted and how many of those deployments resulted in failures when released into production.	Monthly			Defect Leakage=(# of Defects found after release/# of Defects found by QA before release - # of invalid Defects from Defects found by QA before release)*100
Completion	Completion within mutually agreed timeframe, subject to project change management	Monthly	95%	2%	Penalty applied to total bill.
Completion	Maintain in scope services, system, and software at cloud providers published schedule.	Monthly	98%	2%	Penalty applied to total bill.
Completion	How many issues are still unresolved	Monthly	2%	2%	Penalty applied to total bill.
Completion	Measures if team is closing more tickets than are being opened is crucial to ensuring you don't fall behind.	Monthly	2%	2%	Kill Rate = (Tickets Closed / Tickets Open) x 100
Completion	The amount of time developer work on resolving a task verses the estimated hours	Monthly	90%	5%	Penalty applied to total bill.
Completion	If the percentage of code covered by automated testing is high this number is normally lower showing a better quality of codes being released.	Monthly	90%	5%	Code Coverage Percentage = (Number of lines of code executed by a testing algorithm/Total number of lines of code in a system component) * 100
Completion	The time it takes to implement, test, and deliver code.	Monthly			Penalty applied to total bill.





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## 7.0 DEFINITIONS

1. **Arizona Department of Child Safety (AZ DCS):** The state agency whose primary purpose is to protect children and includes the coordination of services to achieve and maintain permanency on behalf of the child. Also referred to as the “Department” or “AZ DCS”.
2. **Arizona Procurement Portal (APP):** The State’s approved eProcurement system.
3. **AZ DCS Specialist:** The AZ DCS employee who is responsible for the case management of services provided to the family.
4. **AZ DCS Program Supervisor:** The supervisor of the AZ DCS employee who is responsible for case management services provided to the family.
5. **Case Plan:** AZ DCS shall facilitate the development of an individualized, family-centered, written case plan for every child, youth, and family receiving ongoing services from the Department.
6. **Caregiver:** Parties that provides legal (temporary, permanent, or transitional) custody to the child (ren).
7. **Central Registry:** The information maintained by the AZ DCS of substantiated reports of child abuse or neglect for the purposes of A.R.S. § 8-804.
8. **Child Family Team (CFT):** The Team is a collaboration between the Department, parents, guardians and/or custodians, child(ren), extended family and kin, family support persons, caregivers, and behavioral service providers.
9. **Child:** A person less than 18 years of age.
10. **Collaboration:** Partners agree to pool resources, jointly plan, identify, implement, and evaluate new services and procedures, and delegate individual responsibility for the outcomes of their joint efforts.
11. **Collaborative Partner:** is a community social services agency, a family support program, or a community organization, including a faith-based organization, which provides services.
12. **CCPT:** means Collaborative Community Partnership Teams
13. **CMDP:** means Comprehensive Medical and Dental Program
14. **Community Resource:** is composed of appropriate community representatives, including but not limited to representation from families in the community and local public and community service agencies. Faith-based organizations, schools, business, and others may also be included.
15. **Court Appointed Special Advocates (CASA):** A volunteer who provides advocacy for children involved in the Juvenile Court process. A judge for the life of the case appoints them. CASAs have access to all documents and information about the child and the birth family history. CASAs provide information to the court to assist in making decisions concerning what is in the child’s best interest.
16. **Days:** are calendar days unless otherwise stated.
17. **Fingerprint clearance card:** The card issued by the Arizona Department of Public Safety (A.R.S. §§ 41-1758 et. Seq.) certifying that the person named on the card does not have a



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- state or federal criminal history record containing an offense specified as a precluding crime in A.R.S. Title 41, Chapter 12.
- 18. Fitness:** As defined in A.A.C. R21-6-101.21 means the ability of an applicant or foster parent to provide a safe and nurturing environment for a foster child and comply with the foster home licensing requirements.
- 19. Foster Care Review Board (FCRB):** is a group of volunteers who review the case of every dependent child who remains in out-of-home care at least every six (6) months. The FCRB is mandated to make determinations in these four key areas: safety, necessity, and appropriateness of placement; case plan compliance; progress toward mitigating the need for foster care; and a likely date (target date) by which the child may be returned home or placed for adoption or legal guardianship.
- The FCRB cannot direct the agency to take specific actions concerning a child; however, it may make recommendations to the Juvenile Court regarding plans and services for a child or family. Foster Caregivers are encouraged to attend either in person or by telephone to provide valuable input about the care and progress of the child.
- 20. Foster Care:** Care and supervision provided to a child who is in the custody of the state.
- 21. Foster Care Supports:** Oversees the recruitment and retention of foster homes. Responsible for working with the communication and marketing teams to support foster home recruitment, study, and supervised process throughout the state, including marketing strategies necessary for informing the public of the State's continuous need for foster homes.
- 22. Foster Child:** A person less than 18 years of age who is receiving foster care. "Foster Child" is further defined under A.R.S. § 8-501(4). For the purpose of this contract, "foster child": Includes a young adult less than 21 years of age who continues to reside in a foster home under written individual case plan agreement for out-of-home care, or under the Independent Living Program defined in A.R.S. § 8-521.
- Includes a child with Developmental Disability placed by AZ DCS in a child developmental home;
- Does not include a young adult who has returned to foster home under the Transitional Independent Living Program defined in A.R.S. § 8-521.01; and
- Does not include the birth or adopted child, of a foster parent, or other household member.
- 23. Foster Home:** Means a residence where a foster parent lives and includes a detached home, all structures, and the entire premises belonging to the home, including apartments, guest homes, garages, sheds, and motorhomes. "Foster home" is further defined under A.R.S. § 8-501.
- 24. Foster Parent:** Means an individual or married couple, who provides foster care with a license from the OLR. "Foster parent" is further defined under A.R.S. § 8-501. For the purpose of this contract, "Foster family", is held to the same definitions.
- 25. Hazard:** Means a condition or situation that may cause or result in a physical injury or illness to a child.



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26. **Individual Service Plan:** A written document that identifies the young adult's goals for self-sufficiency and the target date, desired outcomes, tasks, time frames and responsible parties.
27. **Out of home placement:** When a child is placed in any out-of-home setting, including foster home, group home, shelter care or a residential treatment facility.
28. **Parent:** The lawful and natural father or mother of a person.
29. **Permanent Housing:** A living arrangement chosen and secured by (or on behalf of) a young adult, where the young adult resides (or will reside after exiting the Extended Foster Care Program) and has demonstrated the ability to maintain independent of supports provided through the Department
30. **Placement:** Means the act of finding an appropriate foster home for a foster child and putting the foster child in that foster home.
31. **Program Manager:** The Manager of a section within the region.
32. **Referral:** AZ DCS's written, signed request for specific services. It may include a match or unmatched service authorization.
33. **RBHA:** means Regional Behavioral Health Authority
34. **Rural Counties:** Include Mohave, La Paz, Yuma, Yavapai, Coconino, Navajo, Apache, Gila Graham, Greenlee, Cochise, and Santa Cruz Counties.
35. **Safe:** a state in which a child is not in danger of immediate or serious harm.
36. **Safe Sleep:** The Safe to Sleep® campaign, formerly known as the Back to Sleep campaign, focuses on actions parents/caregivers can take to help their baby sleep safely and to reduce the baby's risk of Sudden Infant Death Syndrome (SIDS) and other sleep-related causes of infant death. All homes with a placement under one (1) year of age shall have a Safe Sleep Commitment Form signed and placed in the case records.
37. **Safety Threats:** Family behavior, conditions or circumstances that could result in harm to a child.
38. **Sibling:** Means brothers and sisters by birth or adoption, stepbrothers, stepsisters, half-brothers, and half-sisters.
39. **Significant Incident:** Any unforeseen, unexpected, or unplanned event that involves, but is not limited to; death, injury, violence (including physical, written, or verbal threats of violence), illness, or transport to a hospital from a single incident, an injury to staff or client, the flight or disappearance of a client, property damage to a department asset or personal property, theft, vandalism, property damage that will impact clients, relatives, AZ DCS employees or administration, or the general public, and any other incident that may be considered newsworthy by the media or incur liability to the State of Arizona.
40. **Team Decision Meeting (TDM):** The purpose of a TDM meeting is to engage the family in decisions about the safety, stability, and permanency of a child at critical points in a case. (See Team Decision Making Field Guide (CSO-1638) for detailed information). The meeting is a collaboration between the Department, parents, guardians and/or custodians, child (ren), extended family and kin, family support persons, and service providers.



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A trained facilitator will facilitate all Team Decision Making meetings. The TDM facilitator's role is to guide group discussion surrounding the safety and/or permanency of the child (ren) involved in an AZ DCS case. The facilitator will strive to reach group consensus that the recommended plan is the least restrictive and least intrusive, sufficient to maintain child safety, and in the best interest of the child (ren).

- 41. Transitional Youth:** A person aged eighteen (18) through twenty (20) and who was formerly in foster care and the subject of a dependency petition, adjudicated dependent or placed voluntarily pursuant to A.R.S. § 8-806.
- 42. Urban Counties:** Includes Maricopa, Pinal, and Pima Counties.
- 43. Young Adult:** A person aged sixteen (16) through age twenty (20) who is under the care, custody, and control of AZ DCS.
- 44. AZ DCS Child Welfare Case Management System:** Refers to the State's approved system, currently titled, "Guardian". All Contractors are expected to utilize this system and will be responsible for creating a profile after award.

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End of Section



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## Pricing

### 10.0 PRICING

- 10.1 **PRICING-ALL-INCLUSIVE.** Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by AZ DCS. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs, profit, and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
- 10.2 **PRICE INCREASES.** AZ DCS may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the services concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.
1. Initial Contract prices shall be honored for 1 year after award of Contract.
  2. All written requests for price adjustments made by the contractor shall be initiated forty-five (45) days before the contract is due to be extended for another year (45 days before contract end date).
  3. All price adjustments will be implemented by a formal contract change order. AZ DCS shall determine whether the requested price increase or an alternate option is in the best interest of the State.
- 10.3 **ADDITIONAL CHARGES.** Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved in advance and be in accordance with the contract rate.
- 10.4 **Line Items:** All costs must be listed separately, clearly identified, and unbundled. Proposals that do not detail the composition of specific costs or that summarize costs without sufficient detail may be considered nonresponsive.
- 10.5 The Contractor must complete the spreadsheet provided as BPM004453 – Master Pricing Sheet. The Contractor must complete the spreadsheet (Excel) without modifying the format or tabs. The Cost Proposal Worksheet must be returned in the Excel format and not converted to another format or modified in any other manner. Modification of the workbook format may result in the rejection of the entire proposal.



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## 11.0 INVOICING

### 11.1 Monthly Invoices

- 11.1.1 Invoices and supporting documentation shall be submitted between the 1st and the 15th of the month following each service month.
- 11.1.2 Invoices shall be submitted via the AZ DCS Case Management Welfare System
  - a. If you are not a current provider, the system will contact you with a login so that you can create a profile. You will be able to submit invoices to AZ DCS once this profile is created.
  - b. The monthly invoice submitted shall include all the required documentation as attachments.
- 11.1.3 Final invoices shall be submitted by the 30th day of the month following the end of each contract year. The final invoice shall include all adjustments to invoices submitted during the immediately preceding contract year and all claims for unpaid services provided during the immediately preceding contract year.
- 11.1.4 Payment shall only be made by the Department upon receipt of a timely and accurately submitted invoice with required documentation as indicated above. Non-compliance shall delay the payment process.
- 11.1.5 Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, AZ DCS may, at its discretion, reject any materially defective invoice.
  - 1. AZ DCS shall notify Contractor after receipt if AZ DCS determines an invoice to be materially defective.
  - 2. Invoices will be deemed automatically rejected upon delivery if they:
    - a. are sent to an incorrect address;
    - b. do not reference the correct AZ DCS contract number; or
    - c. are payable to any Person other than the Contractor.
  - 3. AZ DCS will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted the invoice free of defects.

### 11.2 Payments (will not be made unless there is a correct invoice received)

- 11.2.1 AZ DCS may pay accurate claims submitted with all required supporting documentation for any undisputed amounts due to the Contractor within the time specified in the Special Terms and Conditions.



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- 11.2.2 AZ DCS may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 11.2.3 If AZ DCS determines that an over-payment has been made to the Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to the Contractor.
- 11.2.4 The Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from AZ DCS applicable to their services.

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## Special Terms and Conditions

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

### Definition of Terms

In addition to the terms and conditions defined in the Uniform Terms and Conditions and as used in the Contract, the following terms listed shall apply:

- 1.1 Acceptance “Acceptance” means the document headed “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.
- If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.
- If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.
- 1.3 Arizona Procurement Code;  
A.R.S.;  
A.A.C. “Arizona Procurement Code” means, collectively, Title 41 Chapter 23, et. sequitur, in the Arizona Revised Statutes (abbreviated “A.R.S.”) and administrative rules R2 7 101 et. sequitur in the Arizona Administrative Code (abbreviated “A.A.C.”).
- NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents; therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.
- The Arizona Department of Administration State Procurement Office provides a reference compilation of the **Arizona Procurement Code** on its website:  
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- The Arizona State Legislature provides the official **A.R.S.** online at:  
<http://www.azleg.gov/ArizonaRevisedStatutes.asp>
- The Office of the Arizona Secretary of State provides the official **A.A.C.** online at:  
<http://www.azsos.gov/rules/arizona-administrative-code>
- 1.4 Attachment “Attachment” means any item that:
- the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);





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- was attached to an Offer when submitted; and
- was included in the Accepted Offer.

- 1.5 Award Date "Award Date" means the date the contract is executed by the Department. This may or may not be the same date at the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 1.6 Contract Amendment "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in the eProcurement system is to be construed as being synonymous with "Contract Amendment".
- 1.7 Contract Terms and Conditions "Contract Terms and Conditions" means these Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.8 Contractor "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.9 Contractor Indemnitor "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.10 Department "Department" means the Arizona Department of Child Safety (AZ DCS), unless otherwise indicated.
- 1.11 Effective Date "Effective Date" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 1.12 eProcurement "eProcurement" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy.  
NOTE (1): The URL for the eProcurement system itself is: <https://app.az.gov/>  
NOTE (2): The name and URL for the State's official electronic procurement system may change at any time during the contract period. Contractors will be notified in writing of any such changes. No contract amendment is required for this change.
- 1.13 May "May" indicates something that is not mandatory but permissible.
- 1.14 Pricing Document "Pricing Document" means Section 2-C of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.15 Shall or Must "Shall, Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive



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- 1.16 Should "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
- 1.17 Vulnerable Adult "Vulnerable adult" means an individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect, or exploitation by others because of a physical or mental impairment

#### 2. Legal Authority

- 2.1 State
1. Arizona Revised Statutes (A.R.S.) § 8-453 (A11) authorizes AZ DCS to make contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.
  2. A.R.S § 8-453 (A9bi) authorized AZ DCS to provide the cost of care of children who are adjudicated by the court as dependent and who are in out of home placement.
  3. A.R.S. § 8-846 authorizes AZ DCS to provide services to children and families.
  4. Arizona Constitution, Article 28 governs Limited English Proficiency in the State of Arizona.
- 2.2 Federal
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., and 45 C.F.R Part § 80.3(b) are the federal laws that prohibits discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., and 45 C.F.R Part § 80.3(b) are the federal laws governing Limited English Proficiency. (Limited English Proficiency Policy AZ DCS06-01).
- The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the AZ DCS Policy, Limited English Proficiency, AZ DCS 1-01-34.

#### 3. Contract Administration and Operation

- 3.1 Eligible Agencies Any contract resulting from this solicitation shall be for the exclusive use of the designated State of Arizona agency.
- 3.2 Term of Contract The initial term of the Contract will commence on the date indicated on the Offer and Acceptance and continue for three (3) years unless canceled, terminated, or permissibly extended.
- 3.3 Contract Extensions The State shall have the unilateral right to extend the contract term for additional one (1) year periods or portions thereof for a total contract term not to exceed six (6) years. The terms and conditions of any such contract extension shall remain the same as the original contract.
1. The State has no obligation to extend or renew a contract.
  2. Contracts may be extended or renewed for multiple periods, or may be



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established as a multi-year contract in its entirety or in part at the sole option of the State.

#### 3.4 Notices

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

1. All notices shall reference the contract number.
2. The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:
  - a. Change of telephone number;
  - b. Changes in the name and/or address of the person to whom notices are to be sent;
  - c. 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
  - d. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

#### 3.5 Estimated Quantities

This solicitation references quantities as a general indication of the needs of the state. The state anticipates considerable activity resulting from contracts that will be awarded because of this solicitation; however, the quantities shown are estimates only and the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

#### 3.6 Contractor Licenses

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

#### 3.7 E-Verify

In addition to the terms and conditions in the Uniform Terms and Conditions, the following shall apply:

1. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
2. 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 the contract and the Contractor may be subject to penalties up to and including termination of the contract

#### 3.8 Background Checks for Employment

If providing direct services to children or vulnerable adults, the following shall apply:



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through the Central  
Registry

1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
2. The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
  - a. Any person who applies for a contract with this State and that person's employees;
  - b. All employees of a contractor;
  - c. A subcontractor of a contractor and the subcontractor's employees; and
  - d. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
  - e. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
3. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
4. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
5. A person awaiting receipt of the Central Registry Background Check may provide direct services to AZ DCS clients after completion and submittal of the Direct Service Position certification form if the certification states:
  - a. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  - b. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
  - c. The Certification for Direct Service Position can be obtained by emailing [AZDCSCentralRegistry@azAZDCS.gov](mailto:AZDCSCentralRegistry@azAZDCS.gov)
6. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to AZ DCS clients.



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7. The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located under forms at: <https://AZ.DCS.az.gov/data/AZ DCS-documents>

#### 3.9 Fingerprinting

1. Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
2. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. § 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
3. To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
  - a. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.
  - b. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
4. Federally recognized Indian tribes will submit and the Department of Child Safety shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).



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#### 3.10 Code of Conduct

The Contractor shall avoid any action that might create or result in the appearance of having:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract
2. Acted on behalf of the State without appropriate authorization
3. Provided favorable or unfavorable treatment to anyone
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
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State, or
6. Loss of impartiality when advising the State

#### 3.11 Relationship of Parties

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

1. In the event that the Contractor or its personnel issued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Arizona Attorney General's Office.
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.

#### 3.12 Fair Hearings and Service Recipients' Grievances

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.
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.

#### 3.13 Supporting Documents and Information

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

#### 3.14 Records

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

1. Contract service records will be maintained in accordance with this contract.



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Records shall, as applicable, meet the following standards:

- a. Adequately identify the service provided and each service recipient's application for contract and subcontract activities
  - b. 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
  - c. Include time and attendance records for individual employees to support all salaries and wages paid
  - d. For Fixed Price with Price Adjustment contracts, include:
  - e. Records of the source of all receipts and the deposit of all funds received by the Contractor
    - i. 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 the contract
    - ii. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract, and
    - iii. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
2. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
  3. Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in the AZ DCS Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
    - a. 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.
    - b. Records which related 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.

#### 3.15 Audit

In addition to the terms and conditions in the Uniform Terms and Conditions, the following shall apply:

1. In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as sub recipients, as described





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in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

- a. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
  - b. Summary schedule of prior audit findings
  - c. Auditor's Reports (detailed in the A-133)
  - d. Corrective Action Plan.
2. The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
  3. All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
  4. As prescribed in OMB Circular A-133, for-profit sub recipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
  5. Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations, and standards.

#### 3.16 Ownership of Intellectual Property

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



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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.

"Government Purpose Rights" are:

- 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,
- the right to release or disclose that work product to third parties for any State government purpose, and
- 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.

"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.

2. JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
3. PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
  - (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product,
  - (a) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product, and
  - (b) 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.
4. DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.



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#### 3.17 Pandemic Contractual Performance

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:
  - a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
  - b. Alternative methods to ensure there are services or products in the supply chain.
  - c. An up-to-date list of company contacts and organizational chart.
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:
  - a. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
  - b. 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.
  - c. 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).

#### 3.18 Subcontracts

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

1. Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
  - a. Be on the Contractors company letterhead,
  - b. Be signed by an authorized representative of the Contractor,
  - c. Contain the following information:
    - i. The subcontractor's name, address, phone number, e-mail and primary point of contact,
    - ii. The certifications required of the subcontractor (if any),
    - iii. The subcontractor's small business status (if applicable),
    - iv. The type of goods and/or services to be provided by the subcontractor,
    - v. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements, and



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- vi. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
  - d. The State reserves the right to request additional information deemed necessary about any proposed subcontractor.
2. The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department within five (5) calendar days of the request
3. INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.
4. ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal and may withhold consent pending it.
5. FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

#### 3.19 Inclusive Contractor

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. 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 detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting



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requirements.

#### 3.20 Other Contractors

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

#### 3.21 Advertising, Publishing and Promotion of Contract

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

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 (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
  - (a) "This program was funded through a contract with the Arizona Department of Child Safety. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

#### 3.22 Monitoring

The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

## 4. Costs and Payments

#### 4.1 Pricing

Pricing shall be a firm fixed fee based. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

#### 4.2 Fees and Program Income

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

#### 4.3 Payments

1. **PAYMENT DEADLINE.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have



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been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the eProcurement system and provided a current IRS Form W-9 to State unless excused by law from providing one.

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

#### 4.4 Payment Recoupment

1. The Contractor shall reimburse the Department upon demand, or the Department may deduct from future payments the following:
  - a. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated
  - b. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department
  - c. 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
  - d. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments
  - e. 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
  - f. 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
  - g. Any amounts received by the Contractor from the Department which are identified as a financial audit exception.
  - h. Any amounts paid or reimbursed more than the contract or service reimbursement ceiling
  - i. 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.
  - j. Any payments made for services rendered before the contract begin date or after the contract termination date



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- 4.5 Availability of Funds The Department may reduce payments or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 4.6 Applicable Taxes
1. CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
  2. TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.
- 4.7 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 the 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.
- 4.8 Price Adjustment
1. AZ DCS may review a fully documented request for a price increase only after the contract has completed its initial term. A price increase adjustment shall only be considered at a minimum of forty-five (45) days before contract is due to expire and shall be a factor in the extension review process. AZ DCS shall determine whether the requested price increase or an alternate option is in the best interest of the State.
  2. The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.
  3. The price increase adjustment, if approved, will be effective upon the





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effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

#### 5. Contract Changes

##### 5.1 Contract Amendments

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

Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Procurement Officer of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment' and signed (wet ink or electronic signature acceptable) by the parties identified in the preceding sentence.

The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract

##### 5.2 Levels of Service

Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

##### 5.3 Delegation

1. IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
2. IN PART. Subject to paragraph 3.18 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

##### 5.4 Assignment

The contractor agrees and understands that the contract shall constitute an



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assignment by the contractor to the State of Arizona of all rights, title and interest in and to all causes of action that the contractor may be under the antitrust laws of the United States or the State of Arizona for which causes of action have accrued or will accrue as the result of or in relation to the goods or services purchases or procured by the contractor in the fulfillment of the contract with the State of Arizona.

#### 5.5 Termination for Any Reason

1. In the event the 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.
2. In the event of termination or suspension of the 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.
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 the contract, whichever is earlier.

#### 5.6 Termination for Default

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

1. The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

### 6. Risk and Liability

#### 6.1 Risk of Loss

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



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nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

#### 6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain, until all 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.

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.

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

#### 1. Commercial General Liability (CGL) – Occurrence Form

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

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

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

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

#### 2. **BUSINESS AUTOMOBILE LIABILITY**

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



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

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

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

### 4 Technology Errors & Omissions Insurance

- Each Claim \$2,000,000
  - Annual Aggregate \$2,000,000
- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
  - b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title, or slogan.
  - c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and,



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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.

5. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
- The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are more than those required by this Contract.
  - The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
6. **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, sent via secure email; hand delivered or sent by facsimile transmission to Arizona Department of Child Safety, Office of Contracts, 3003 N. Central, Suite 2000, Site Code C010-20, Phoenix, AZ 85012.
7. **ACCEPTABILITY OF INSURERS:** Contractors 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.
8. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

Each insurance policy required by this Contract must be in effect at, or prior



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to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Child Safety, Office of Contracts, 3003 N. Central, Suite 2000, Site Code CH010-20, Phoenix, AZ 85012. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

9. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.
10. **APPROVAL:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverage, 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.
11. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

- 6.3 Basic Indemnification
2. 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, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees,



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volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

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

#### 6.4 Patent and Copyright Indemnification

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

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

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

#### 6.5 Force Majeure

1. **DEFINITION.** For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.126 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure





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expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

#### 6.6 Third Party Antitrust Violations

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

#### 7. Warranties

##### 7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere



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delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

#### 7.2 Warranty of Services

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

#### 7.3 Compliance with Applicable Laws

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

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 the same specified rights as they would have if enrolled in a service program operated directly by the State.
2. Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
3. 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.
4. 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.
5. 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



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coverage for children

#### 7.4 Non-Discrimination

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

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.
2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
3. 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 based on 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 based on handicap, 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.
4. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
  - a. "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".

#### 7.5 Professional

The Contractor shall deliver contract services in a humane and respectful manner

Solicitation Requirements

**Special Terms and Conditions**

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- Standards 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 the contract.
- 7.6 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. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.7 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 under paragraph 3.66 [*Contractor Licenses*] and all required permits valid and in force.
- 7.9 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.
- 7.10 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.
- 7.11 Americans With Disabilities Act of 1990 The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation
- 7.12 Performance in Public Health Emergency Contractor warrants that it will:
1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that



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addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and

2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

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

#### 7.13 Lobbying

##### 1. PROHIBITION.

Contractor warrants that:

- a. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
- b. 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.

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

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

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

#### 7.14 Survival of Warranties

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

### 8. Contract Claims

#### 8.1 Claim

Notwithstanding any law to the contrary, all contract claims or controversies



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Resolution	under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
8.2 Mandatory Arbitration	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.
<b>9. General Provisions for Services</b>	
9.1 Applicability	Article 12 applies to the extent the Work is or includes Services.
9.2 Comprehensive Services Offering	Contractor shall provide the comprehensive range of services for which a price is established in the <u>Pricing Document</u> for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
9.3 Additional Services	State at its discretion may modify the scope of the Contract with a Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
9.4 Off-Contract Services	Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
9.5 Removal of Personnel	Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.





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- 9.6 Transitions During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. The State reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 9.7 Accuracy of Work Contractor is responsible for the accuracy of the Services and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 9.8 Visitation, Inspection and Copying Contractors and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection 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, 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.
- 9.9 Requirements at Services Location Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 9.10 Services Acceptance State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy,





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

- 9.11 Cooperation with the Department's Investigation All contractors, providers, vendors, and volunteers are to cooperate fully and truthfully with any AZ DCS investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in AZ DCS taking whatever actions it deems appropriate, from removal of the subject and or witness from working with AZ DCS clients up to terminating the contract with AZ DCS.
- 9.12 Corrective Action Required Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.
1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
- State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that the State (may) insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
- Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.
- 9.13 Multiple Awards To ensure adequate coverage of the requirements of various user agencies, multiple awards may be made
- 9.14 Non-Collusion By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition



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- 9.15 Non-Exclusive Contract
- This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agency's delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

#### 10. Data and Information Handling

- 10.1 Applicability
- Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
- 10.2 Confidentiality of Information
1. The Contractor shall treat all information and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract, as confidential information to the extent that confidential treatment is provided under State and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and protection of its rights hereunder.
  2. 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.
  3. The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et seq. The Arizona Department of Child Safety will advise the Contractor as to applicable policies and procedures the Arizona Department of Child Safety has adopted for such compliance.
- 10.3 Data Access Agreement
- When determined by the Department that accessing of confidential data will occur by the Contractor, the Contractor shall complete the Data Sharing Request Agreement and submit the completed Agreement to the AZ DCS Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each AZ DCS Program sharing confidential data.
- 10.4 Data Protection
- Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor



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by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

#### 10.5 Personally Identifiable Information.

Without limiting the generality of paragraph 10.4, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and

"protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

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

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

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

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

#### 10.6 Protected Health Information

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

1. is familiar with and will comply with the applicable aspects of the following



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collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

2. will cooperate with State while performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:  
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

#### 10.7 Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.R.S. § 41-2533(D) or A.R.S. § 41-2534(D), shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in § 41-2611 through § 41-2616

#### 11. Information Technology Work

- |                         |   |
|-------------------------|---|
| 11.1 Applicability      | Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications, and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.   |
| 11.2 Background Checks  | Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security. |
| 11.3 Information Access | 1. SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and  |



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encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

2. **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
3. **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

#### 11.4 Pass-Through Indemnity

1. **INDEMNITY FROM THIRD PARTY.** For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend, and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
2. **NOTIFY OF CLAIMS.** State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
  - (a) State reserves the right to elect to participate in the action at its own expense
  - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
  - (c) State shall in any case cooperate in the defense and any related settlement negotiations.



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- 11.5 Systems and Controls In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.
- 11.6 Redress of Infringement.
1. REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:
    - (a) replace any infringing items with non-infringing ones
    - (b) obtain for State the right to continue using the infringing items; or
    - (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
  2. CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:
    - (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it
    - (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
    - (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.
  3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
    - (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor
    - (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
    - (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.
- 11.7 First Party Liability Limitation
1. LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater



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of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

2. PROVISOS. This paragraph 11.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 11.7 does not limit liability arising from any:
  - (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
  - (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
  - (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
3. PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
4. NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

#### 11.8 Information Technology Warranty

1. SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:
  - (a) modified or altered by anyone not authorized by Contractor to do so
  - (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
  - (c) operated in a manner not within its intended use or environment.
2. COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:
  - (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards





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

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

#### 11.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 11.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 11.7. If none of the foregoing options can reasonably be affected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

#### 11.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### 11.11 Cloud Applications

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

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.



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Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

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

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End of Section



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## Uniform Terms and Conditions

### 1. Definition of Terms

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

- |                          |  |
|--------------------------|--|
| 1.1. Attachment          | "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.  |
| 1.2. Contract            | "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.  |
| 1.3. Contract Amendment  | "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.  |
| 1.4. Contractor          | "Contractor" means any Person who has a Contract with the State.   |
| 1.5. Days                | "Days" means calendar days unless otherwise specified.   |
| 1.6. Exhibit             | "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.  |
| 1.7. Gratuity            | "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.  |
| 1.8. Materials           | "Materials" means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.  |
| 1.9. Procurement Officer | "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.  |
| 1.10. Services           | "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8. |
| 1.11. State              | "State" means the State of Arizona and Department or Agency of the State that executes the Contract.   |
| 1.12. State Fiscal Year  | "State Fiscal Year" means the period beginning with July 1 and ending June 30.   |
| 1.13. Subcontract        | "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any  |



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service required for the performance of the Contract.

**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 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:
1. Special Terms and Conditions
  2. Uniform Terms and Conditions
  3. Statement or Scope of Work
  4. Specifications
  5. Attachments as amended
  6. Exhibits as amended
  7. Documents referenced or included in the Solicitation
- 2.4. Relationship of Parties The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3. Contract Administration and Operation**

- 3.1. Records Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination The Contractor shall comply with State Executive Order No. 2009-09 and all other



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applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

#### 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. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

#### 3.5. Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

#### 3.6. Advertising, Publishing and Promotion of Contract

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

#### 3.7. Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

#### 3.8. Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board, or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the



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Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board, or commission of the State of Arizona requesting the issuance of this contract.

#### 3.9. Federal Immigration and Nationality Act

The contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

#### 3.10. E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

#### 3.11. Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### 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 goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

#### 4.2. Delivery

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

#### 4.3. Applicable Taxes

1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
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.
3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by



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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. IRS W9 Form. To receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

- 4.4. Availability of Funds for the Next State fiscal year  
Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year  
Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
1. Accept a decrease in price offered by the contractor
  2. Cancel the Contract; or
  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 work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts  
The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation  
The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

#### 6. Risk and Liability

- 6.1. Risk of Loss  
The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the





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#### 6.2. Indemnification

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.

1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards, and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards, and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

#### 6.3. Indemnification – Patent and Copyright

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

#### 6.4. Force Majeure

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall **not** include the following occurrences:
  - 2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
  - 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
  - 2.3. Inability of either the Contractor or any subcontractor to acquire or



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maintain any required insurance, bonds, licenses or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

#### 6.5. Third Party Antitrust Violations

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

### 7. Warranties

#### 7.1. Liens

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

#### 7.2. Quality

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

1. Of a quality to pass without objection in the trade under the Contract description
2. Fit for the intended purposes for which the materials are used
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units
4. Adequately contained, packaged, and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

#### 7.3. Fitness

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

#### 7.4. Inspection/Testing

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

#### 7.5. Compliance with Laws

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



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#### 7.6. Survival of Rights and Obligations after Contract Expiration or Termination

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

#### 8. State's Contractual Remedies

##### 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

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.
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



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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 Interests

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

#### 9.2. Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

#### 9.3. Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

#### 9.4. Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon



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- demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default
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.
  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.
  3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6. Continuation of Performance Through Termination
- The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
10. Contract Claims
- All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
11. Arbitration
- The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41)
12. Comments Welcome
- The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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End of Section