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1. Scope of Work

1.1. Overview

Arizona has 22 sovereign American Indian communities within its borders and ranks third in the United States in Native American population. Accurate data tracking measures of MMIWGs is a nationwide crisis according to the Urban Indian Health Institute (UIHI). <https://www.uihi.org/wp-content/uploads/2018/11/Missing-and-Murdered-Indigenous-Women-and-Girls-Report.pdf>

Thousands of Native American women go missing or are victims of violence every year, both on and off reservations. There is a lack of records and problems with racial misclassification in data reporting systems, oftentimes Native Americans are misclassified or are not racially classified at all. UIHI researchers reported that misclassifications can also occur due to lack of recognition of tribal nations—a tribe is not federally recognized or was recognized at one point and then terminated and re-recognized.

The National Institute of Justice reported that regardless of the fact that nationwide missing person databases exist, such as NamUs, there is a gap in information collection, sharing and reporting of all American Indian men and women who have gone missing. See B.J. Spamer; Danielle Weiss; Charles Heurich, "Solving the Missing Indigenous Person Data Crisis: NamUs 2.0," July 12, 2019, nij.ojp.gov: <http://nij.ojp.gov/topics/articles/solving-missing-indigenous-person-data-crisis-namus-20>


Missing and Murdered Indigenous Women and Girls Study Committee

During the First Regular Session, of the 54th Legislature, House Bill 2570 passed both legislative chambers unanimously and was signed into law on May 14, 2019. The legislation created the Missing and Murdered Indigenous Women and Girls Study Committee (MMIWG). The study committee consists of 23 members; eight are House and Senate members.

The Committee's charge is to conduct a comprehensive study to determine how to reduce and end violence against indigenous women and girls in this state. The main issue within the state and across the nation pertaining to missing and murdered indigenous women and girls (MMIWG) is data collection. The Committee is tasked with establishing methods and making recommendations for law enforcement agencies across jurisdictional boundaries of tribal nations, cities, towns and counties to better improve tracking and collecting accurate data by recommending clear law enforcement protocols for the collection and reporting of data. Reliable, comprehensive data collection on MMIWG will provide state, federal, and tribal law enforcement agencies with information necessary to determine the extent of this issue in Arizona and help identify resource barriers both within and across jurisdictional boundaries to improve data collection measures within these agencies. The Committee will propose recommendations to address communication challenges across complex jurisdictional law enforcement boundaries, provide methods to accurately collect and report data, propose measures to ensure access to culturally appropriate victim services, and ensure victims/survivors/families are given the utmost trust, respect, privacy, confidentiality, resources, and referrals.

President Trump's Executive Order Establishing the Task Force on Missing and Murdered American Indians and Alaska Natives

On November 26, 2019, President Trump signed an Executive Order establishing the Task Force on Missing and Murdered American Indians and Alaska Natives. The executive order will, among other things, provide for 11 new federal coordinators with the U.S. Attorney's Office that will help with cases of murdered and missing indigenous women and girls. Arizona will be assigned a federal coordinator.

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If the expenditure plan is approved by JLBC, it is anticipated that the MMIWG Committee will assist the federal coordinator and new federal task force.

1.2. Expenditure Plan

The Contractor will work closely with the MMIWG study committee to hold multiple meetings on tribal lands to conduct a comprehensive study to determine how to reduce and end violence against indigenous women and girls in this state. The contractor will be conducting surveys gathering information from tribal nations and statewide law enforcement and must be skilled in tribal cultures to ensure tribal customs and practices are honored and respected throughout the duration of the study. The Contractor shall be responsible for all costs, including but not limited to consulting fees, travel expenses, meeting site costs etc. associated with gathering the information and presenting this information to the MMIWG Study Committee.

1.3. Funding Provisions Adopted in JLBC

The Joint Legislative Budget Committee (JLBC) has tentatively approved a total of \$125,000 to be awarded via competitive procurement process. AGO shall make \$30,000 of the up to \$125,000 approved by JLBC available upon an award to the Contractor. The remaining funds or a portion of the remaining funds shall be released pending further review and approval of JLBC at a subsequent meeting(s). Bidders shall bid for the full amount, understanding additional funds are dependent upon JLBC approval.

JLBC may approve the release of the full amount at a subsequent meeting, a portion of the amount, or no additional funding.

The results of the study will be reviewed by the MMIWG and the JLBC. If substantial progress is not made or the results are otherwise unacceptable, the JLBC may elect to not approve the full \$125,000 requested per the expenditure plan. Any unexpended funds shall revert to the AGO's Consumer Remediation Fund.


1.4. Eligible bidders

Individuals, non-profits and organizations with experience and education necessary to provide training and technical assistance in the areas of (but not limited to) victim services, human trafficking, domestic violence, sexual assault, crimes against children, missing and murdered indigenous individuals. No government entities will be considered for award.

It is the intent of the AGO to award the contract to one successful bidder, who shall be responsible for all costs and expenses related to supporting the MMWIG Committee.

1.5. Contractor Responsibilities

- 1.5.1. Contractor shall be responsible for all out of pocket costs, committee member reimbursements, or fees incurred for additional contractors or consultants (this should be built into their budget).
- 1.5.2. Contractor shall be required to assist and coordinate with Arizona's federal coordinator for the Task Force on Missing and Murdered American Indians and Alaska Natives, as directed by the committee.
- 1.5.3. Contractor shall be supervised and take instruction for action items from the MMWIG committee.
- 1.5.4. Contract shall be a one-time award (staggered per JLBC terms).
- 1.5.5. Contractor shall provide an update report on activities and work done to date to the AGO by April

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1, 2020. A final report shall be provided to the AG's office by January 31, 2021

- 1.5.6. Contractor shall coordinate with Arizona's federal coordinator for the Task Force on Missing and Murdered American Indians and Alaska Natives, as directed by the MMWIG committee.
- 1.5.7. Work is to be completed by December 31, 2020, or possibly later if the Arizona Legislature extends the length of the MMWIG committee. Contract will be amended to document these changes.

1.6. Monthly Report


Contractor shall provide a monthly report outlining the Contractor's spending plan, and any work performed up to that date, including progress on:

- 1.6.1. Meeting with every federally recognized tribe in the state,
- 1.6.2. Meeting with the urban tribal centers,
- 1.6.3. Requesting public records related to any missing and murdered indigenous women and girls,
- 1.6.4. Plan and progress for data collection and analysis, and
- 1.6.5. Meeting with the federal coordinator for Missing and Murdered American Indians and Alaska Natives assigned to the U.S. Attorney's office assigned to Arizona.

1.7. Tasks

The Contractor shall:

- 1.7.1. Facilitate sessions and exercises to assist the MMWIG committee
- 1.7.2. Attend and present at MMWIG committees as necessary
- 1.7.3. Attend and present at MMWIG sub-committees as necessary
- 1.7.4. Provide community awareness and education on the work and the findings of the MMIWG committee as directed by the committee.
- 1.7.5. Coordinate meetings, teleconferences, and sessions with key stakeholders as directed by the MMWIG committee.
- 1.7.6. Provide support, resources, research, and knowledge regarding MMIWG to the committee.
- 1.7.7. Identify and work with survivors and families.
- 1.7.8. Coordinate and assist victim advocates to provide support and presentations to the committee.
- 1.7.9. Create a case log and relevant data identifying missing and murdered of urban and rural victims and survivors. Data shall be organized and recorded in a format approved by the committee.
- 1.7.10. Assist in agenda and session development as directed by the Committee.
- 1.7.11. Develop and submit regular reports and a work log to the Committee at intervals prescribed by the Committee.
- 1.7.12. Collaborate with legislative research and policy staff, Arizona's federal coordinator for the Task Force on Missing and Murdered American Indians and Alaska Natives, as directed by the committee, the Arizona Attorney General's Office, and any other subject matter, research, or legal experts to assist in the development of data collection and subsequent reports.
- 1.7.13. Assist in the development of the Final Report of the MMIWG Committee to be provided to the

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Arizona Legislature.

- 1.7.14. Be responsible for project travel and accommodation requests as necessary.
- 1.7.15. Any other duties or responsibilities prescribed by the MMIWG Committee or JLBC at a subsequent hearing.


1.8. Strategies

Proposals must demonstrate a full understanding of the complexity and complications of gathering data regarding violence against indigenous women and girls in this state. Proposals should show an understanding of the tribes located in Arizona and an ability to work with the tribes. The proposals should take into account the objectives of the MMIWG study committee and offer strategies on how to achieve these goals and the Contractor's expertise in developing the programs and tools to collect the needed data though out Arizona.

1.9 Reporting/Deliverables

The Contractor shall submit to the AGO:

- 1.9.1 Individual signed invoices not more than 30 days following the end of each month.
- 1.9.2 Monthly and Final Reports
 - 1.9.2.1 Submit a narrative description of how the project activities fit within the identified tasks and responsibilities.
 - 1.9.2.2 Provide statistical and demographic information.
 - 1.9.2.3 Discuss how the strategies are working.
 - 1.9.2.4 Other information as requested by the AGO.

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2. Special Terms and Conditions

2.1 Authority

This Contract is issued for the Arizona Attorney General's Office in accordance with A.R.S. §41-2534.

2.2 Contract Type

Firm fixed cost.

2.3 Term of Contract

The term of the Contract shall commence upon award and shall remain in effect for a period of one year thereafter unless terminated, canceled or extended as otherwise provided herein.

2.4 Contract Extension

By Contract amendment, any resultant Contract may be extended for supplemental period of up to a maximum of 48 months. If the AGO exercises such rights, all terms, conditions and provisions of the original Contract shall remain in effect and apply during the renewal period, with the possible exception of price.

2.5 Contract Cancellation

This Contract may be cancelled without any further obligation by the State of Arizona or the AGO if monies are not appropriated or otherwise made available to support the continuation of this Contract in a subsequent fiscal year. The Contractor understands and accepts the JLBC may exercise its right to not authorize additional funding after the initial \$30,000 and shall return any funds which have not been expended to promote the interests of this contract. If this Contract is cancelled under this condition the Contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under the Contract or which are otherwise not recoverable.

2.6 Changes

The Office of the Attorney General reserves the right to add or delete related services and materials and make other changes within the general scope of work as may be deemed necessary to best serve the interests of the State. Changes to the Contract shall be documented by formal written amendment(s).

2.7 Documents Incorporated by Reference


The State of Arizona's Uniform Instructions to Offerors (rev 9-2014) and Uniform Terms and Conditions V9_(Rev 7-1-2013) are incorporated into this Contract as if fully set forth herein. Copies of these documents are attached to this solicitation as a separate document under the Attachment Tab.

2.8 Estimated Usage

Any Contract resulting from this Solicitation shall be used on an as needed, if needed basis. The State makes no guarantee as to the amount of work that may be performed under any resulting Contract.

2.9 Non-Exclusive Contract

The Office of the Attorney General has the right to go outside the Contract to obtain similar services or obtain

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materials from another source when necessary to meet the requirements of the State. Any off Contract procurement shall be made in accordance with the Arizona Procurement Code.

2.10 Ownership of Materials

All materials, documents, deliverables and/or other products of the Contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of the State of Arizona and the Attorney General’s Office, free from any claim or retention of right on the part of the Contractor, its agents, subcontractors, officers or employees.

2.11 Key Personnel

The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of this Contract. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing key personnel who are performing work under this Contract. The Contractor shall identify, at a minimum, the project director, project manager, and any other personnel who will provide a key function on this project.

2.12 Skill and Knowledge of Contractor’s Employees

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and that Contractor will apply skill and knowledge with care and diligence so Contractor’s employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

2.13 Background Check of Contractor’s Employees

The Office of the Attorney General may require all personnel, Contractors, employees, or subcontractors, working with the Office of the Attorney General to submit to and successfully pass fingerprinting and background checks.

2.14 Removal of Contractor's Employees


The Office of the Attorney General may require the Contractor to remove from an assignment employees who endanger persons, property or whose continued employment under this Contract is inconsistent with the interests of the Office of the Attorney General.

2.15 Availability of Contractor

The Contractor shall be available immediately upon receipt of the Notice to Proceed and remain available to the Office of the Attorney General throughout the period of performance as stated in the Contract.

2.16 Licenses and Permits

The Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business and conducted by the Contractor and for the completion of the work specified in the Scope of Work.

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2.17 Confidentiality of Records

The Contractor shall establish and maintain procedures and controls that are acceptable to the Office of the Attorney General for the purpose of assuring that no information contained in its records or obtained from the State or from others carrying out its functions under the Contract shall be used by or disclosed by the Contractor, its agents, offices, employees, or subcontractor, except as required to efficiently perform duties under the Contract. Persons requesting such information shall be referred to the Office of the Attorney General. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Office of the Attorney General.

2.18 Treatment of Confidential Business Information

AGO may turn over to the Contractor Confidential Business Information (CBI) necessary to carry out the work required under the Contract or the Contractor may be exposed to CBI while working with the AGO. The Contractor and the Contractor's employees agree to use the CBI only under the following conditions:

- 2.18.1 Use the CBI only for the purposes of carrying out the work required by the Contract;
- 2.18.2 Not disclose the information to anyone other than properly cleared employees; and
- 2.18.3 Return the CBI to AGO whenever the information is no longer required by the Contractor for performance of the work required by the Contract, or upon completion/termination of the Contract.

2.19 Laws and Regulations

The Contractor shall establish and maintain procedures and controls that comply with laws and regulations. The Contractor shall hold the State and the Attorney General harmless from loss, cost or damage by reason of any actual or alleged violation thereof arising out of the Contractor's employees or subcontractor's failure to so comply.


2.20 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Office of the Attorney General intends to comply with assurances given to components of the State covered under HIPAA and its accompanying Administrative Simplification Regulations ("Covered Components"). These written assurances certify that the AGO will collect, receive, use, and disclose the minimum necessary protected health information and related records solely for the purposes allowed under HIPAA. The Contractor warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with any HIPAA requirement that may be applicable to the AGO during the course of this agreement. In addition, the Contractor shall agree to cooperate to ensure compliance with assurances given to Covered Components, including signing a Business Associate Agreement in cases where the Contractor, Contractor's employees, and any subcontractors may work with data that involves a Covered Component (e.g. CPS, DDD, State Hospital, BHS, AHCCCS, etc.) and these agencies receive protected health information from or on behalf of the HIPAA covered client. Counsel agrees to execute such further HIPAA assurances or agreements as the State may deem appropriate.

2.21 Pricing

- 2.21.1 Pricing

All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden,

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insurance, workers' compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges, consistent with Section 1.7 Allowable Expenses.

2.21.2 Price Reduction

A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

2.22 Shipping

Prices shall be FOB Destination Phoenix, Arizona.

2.23 Invoicing

2.23.1 Monthly Invoices

The Contractor shall submit monthly invoices during the performance of this Contract. Payment shall only be for the amount of work completed and accepted by the Office of the Attorney General, as detailed in the accepted Cost Sheet, for the preceding month. In no instance shall the amount(s) being invoiced differ from the price established in the Contract and any subsequently approved written Amendments.

2.23.2 Invoices and Payment


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.

2.23.3 Invoice Format

Invoices, using the template provided by the AGO, shall be accompanied by the monthly report that clearly indicates the work accomplished. Contract and/or Purchase Order numbers should be included. The Contractor shall submit invoices to the Office of the Attorney General, 2005 N. Central Avenue, Phoenix, AZ 85004.

2.24 Indemnification

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

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subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

2.25 Insurance Requirements:

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

2.25.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

2.25.3 Minimum Scope and Limits of Insurance

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

- 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.

- Business Automobile Liability

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

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

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

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


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

 - a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

2.26 Additional Insurance Requirements

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

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

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

2.27 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, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

2.28 Acceptability of Insurers

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


2.29 Verification of Coverage

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

- 2.29.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 2.29.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 2.29.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/Contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

2.30 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds 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.


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2.31 Approval and Modifications

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

2.32 Exceptions

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

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3 Special Instructions to Offerors

3.1 Solicitation Inquiries

3.1.1 Issuing Office Solicitation Contact Person

The AGO Procurement Office Solicitation Contact Person identified on the cover page of this RFP shall be the sole point of contact for purposes of the preparation and submittal of proposals to this Solicitation.

3.1.2 Solicitation Clarifications

No later than the Solicitation Questions due date and time, all questions or clarification requests regarding this solicitation should be directed to the attention of the Solicitation Contact Person via the Discussion Forum in the Arizona Procurement Portal (APP). If this results in a change to the Solicitation, a written Solicitation Amendment will be issued prior to the Solicitation due date.

3.1.3 Solicitation Amendments

The Offeror should acknowledge receipt of a Solicitation Amendment by signing and returning the Solicitation Amendment with their proposals by the specified due date and time.

3.2 Solicitation Submission Guidelines

3.2.1 Late Proposals

All proposals must be received before the solicitation's 'End Date' at the 'Time' specified. Any response received on or after the solicitation due date and time specified will not be considered.

3.2.2 Withdrawal of an Offer

At any time prior to a specified solicitation due date and time, a Bidder/Offeror (or designated representative) may withdraw their offer. Any offer which is not completed and properly submitted in Arizona Procurement Portal (APP) by the End Date/Time posted shall be considered as withdrawn by the Offeror.

3.2.3 Primary Contractor

Teaming Arrangements may be proposed but must designate a "Primary Contractor" and identify any other teaming entity as a subcontractor. The AGO will not accept a teaming arrangement that designates more than one entity as a cosigner of the proposal. The Primary Contractor shall be responsible for all obligations and the management of all subcontractors. The AGO will not become part of any negotiations between a Primary Contractor and a subcontractor or accept any invoices from subcontractors.

3.2.4 Familiarization of Scope of Work

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

3.2.5 Responsibility, Responsiveness and Susceptibility

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for Contract award.



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- 3.2.5.1 Whether the Offeror has had a Contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the Contract;
- 3.2.5.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a Contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- 3.2.5.3 Whether the Offeror is legally qualified to Contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
 - 3.2.5.3.1 Legally qualified includes if the vendor or if key personnel have 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.
- 3.2.5.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 3.2.5.5 Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 3.2.5.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 3.2.5.7 Whether the Offer limits the rights of the State;
- 3.2.5.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 3.2.5.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 3.2.5.10 Whether the Offeror provides misleading or inaccurate information

3.3 Components of a Complete Proposal

3.3.1 Proposal Submittal:

Proposals in response to this solicitation shall be submitted within the State's eProcurement system, *Arizona Procurement Portal (APP)* (<https://appstate.az.gov>). Offers shall be received before the date and time listed in the solicitation's 'End Date' field. Offers submitted outside *Arizona Procurement Portal (APP)*, or those that are received on or after the date/time stated in the 'End Date' field, shall be rejected. Questions regarding submitting your proposal into *Arizona Procurement Portal (APP)* should be directed to the APP Help Desk at APP@azdoa.gov or 602-542-7600. Offeror should avoid responding in the final minutes before closing. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP.

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3.3.1.1. Proposal documents shall be uploaded into the “Technical Envelope” of the solicitation.

3.3.1.2. The items tab shall be completed to match the Cost Sheet in Attachment II.

3.3.1.3. Conformance to the RFP

The Offeror should use the provided forms and formats or forms and formats substantially similar. Failure to include the requested information, providing incomplete information, adding irrelevant information or taking exception to terms and conditions may have a negative impact on the evaluation of the Offeror’s proposal. Offerors should follow the format provided below.

3.3.2 Proposal Format

The following information should be submitted with each proposal and in this order. This format provides a section layout for the proposal and cost sheet. Failure to include all of the requested information may result in a proposal being rejected.

- Transmittal Letter

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

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

- Attachment I

- Offeror shall complete the top half of the Offer and Acceptance form. The Offer and Acceptance form from within the Solicitation should be submitted with the Offer and should include the signature of a person authorized to bind the Offeror.
- Offeror shall complete the Business Questionnaire.
- Offeror shall complete the Organizational Chart.
- Offeror shall complete the Executive Summary detailing their Scope of Work Approach.
- Offeror shall complete the Qualifications and Experience of Key Personnel
- Offeror shall complete the Organization Experience Questionnaire.
- Offeror shall complete the Prior Contracts Questionnaire.
- Offeror shall complete the Strategy Questionnaire.
- Offeror shall complete both Cost Sheets.

- Attachment II – Designation of Confidential, Trade Secret, and Proprietary Information

- Offeror shall complete and should include the signature of a person authorized to bind the document.

- Attachment III – Participation in Boycott of Israel

- Offeror shall complete and should include the signature of a person authorized to bind the document.



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- Solicitation Amendments

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

- Exceptions to the RFP

An Offeror who takes exception to any portion of the Solicitation must do so pursuant to the Uniform Instructions to Offeror. If the Offeror is taking exception to a section or sections of the Solicitation, the Offeror shall designate a section in the proposal titled "Exceptions". Any exceptions to the Solicitation not listed in this section or otherwise not submitted in the proper form shall not be considered a part of the Offeror's proposal and shall not be enforceable in any resulting Contract. Taking exception to the Terms and Conditions of the Solicitation may result in a proposal receiving a lower evaluation score. Low evaluation scores may result in the proposal being determined not susceptible for award. Exceptions to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the State of Arizona.

- Confidential Information


All proposals submitted and opened in response to this RFP are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers or specific information within such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include any information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. This special section should be uploaded as a separate file into the Arizona Procurement Portal (APP) system and marked confidential. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code. Information not specifically identified as confidential by the Offeror in accordance with this paragraph or determined to be not confidential by the State will be open to public inspection.

- Suspension or Debarment Status

If the firm, business or person submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government, the Offeror should include a letter with its proposal setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment will result in rejection of the proposal or cancellation of a Contract. The State also may exercise any other remedy available by law.

- Insurance

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

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3.4 Proposal Opening

Proposals shall be opened at the Solicitation Due Date and Time listed in the Solicitation's 'End Date' field within Arizona Procurement Portal (APP). The name of each Offeror shall be publicly read and recorded in the presence of at least one witness. Prices shall not be read.

3.5 Offer and Acceptance Period

In order to allow for an adequate evaluation, AGO requires an Offer in response to this Solicitation to be valid and irrevocable for 120 days after the opening due date.

3.6 Evaluation Criteria

3.6.1 Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2702, one or more awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- 3.6.1.1.1 Organization and Program Experience and Capacity
- 3.6.1.1.2 Program Strategy, Management and Implementation
- 3.6.1.1.3 Cost Sheet & Budget

In addition to the evaluation criteria, exceptions to the terms and conditions, as stated in the Uniform Instructions Section C.3, may impact an Offeror's susceptibility for award.

3.7 Discussions

After the initial receipt and evaluation of proposal, the AGO may conduct discussions with Offerors whose proposals are deemed to be reasonably susceptible to award. Notwithstanding this section, proposals should be submitted initially complete and on most favorable terms. In the event discussions are conducted, the AGO shall issue a written request for Best and Final Offers.

3.8 Best and Final Offer

The request for Best and Final Offer shall inform Offerors, that if they do not submit a Best and Final Offer or a notice of withdrawal, their immediate previous Offer will be considered as their Best and Final Offer. The Offeror's "immediate previous Offer" will consist of the Offeror's original proposal submission and any documents submitted by the Offeror during discussions.

3.9 Definitions of Key Words Used in the RFP

- 3.9.1 Shall, Must
Indicates a mandatory requirement; Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 3.9.2 Should, Will
Indicates something that is recommended but not mandatory
- 3.9.3 May
Indicates something that is not mandatory but permissible