	Offer and Acceptance		State of Arizona State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002827	PAGE 3	
OFFEROR:		OF 41	

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:
07393285-N

Federal Employer Identification No.:
38-1540762

E-mail: Christopher.Neshiff@kellyservices.com

Phone: 623 936 9354

Fax: 623 936 9572

Kelly Services, Inc.


Company Name

999 W. Big Beaver Rd.

Address

Troy, MI 48064

City State Zip



Signature of Person Authorized to Sign Offer

Cathy Hunt

Territory Vice President - Phoenix

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

- The submission of the Offer did not involve collusion or other anticompetitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the obligations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- The Offeror certifies that the above referenced organization IS / IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
- In accordance with A.R.S. §§ 35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- In accordance with A.R.S. §§ 35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.


ADSP013 - 043962

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

State of Arizona
 Awarded this

25th day of March 2013

Procurement

	Request for Proposal		State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 1	
	Description: Temporary Staffing Services	OF 44	

Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date indicated in the Notice. Late proposals will not be considered.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.


	Request for Proposal		State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 2	
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Offer and Acceptance

SOLICITATION NO.: RFP ADSP013-00002527

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OFFFEROR:

OF
44

State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

E-mail: _____

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

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

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

State of Arizona
Awarded this _____ day of _____ 20____

Procurement Officer

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), together the "Customer", have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

2. Purpose

The State of Arizona is seeking qualified temporary staff to fill a variety of temporary staff augmentation positions. The length of the assignments will vary from one (1) day to several months.

The resulting contract will be available for use by all State Agencies, Boards, Commissions, and/or eligible political divisions. After contracts have been awarded, Contractors should be aware that they are still competing against each other for temporary staffing positions with the Customer.

3. Scope of Services

Contractor shall provide a variety of temporary staff services covering sub-categories similar to those listed under the high-level categories herein.

3.1. Temporary Staff Categories

Under each high-level category identified below, only sample "sub-categories" have been included. Contractor may provide services that fall under one or more of the high-level categories. Attachment III contains the general or minimum job description qualifications for each high-level category.

3.1.1. Accounting

- o Accounting Clerk
- o Bookkeeper
- o Accountant

3.1.2. Administrative/Clerical


- o Receptionist
- o Administrative Assistant
- o Legal Assistant
- o General clerical
- o Clerk
- o Records Management Clerk
- o Tax and Remittance Processor

3.1.3. Call Center

- o Customer Service
- o Market Research
- o Sales
- o Help Desk Analyst
- o Collections

3.1.4. Data Entry

- o Offsite
- o Onsite

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3.1.5. Education

- Elementary School Substitute
- Junior High School Substitute Teacher
- Senior High School Substitute Teacher
- Special Education Substitute Teacher

3.1.6. Insurance

- Claims Specialist
- Worker's Compensation Specialist
- Claims Adjuster

3.1.7. Legal

- Paralegal

3.1.8. Light Industrial

- Assembly
- Assembly Worker
- Precision Assembler
- Machine Tender
- Quality Control Inspector
- Auto Mechanic
- Welder
- Auto Body Painter

Food Services

- Food Service Worker
- Food Service Manager

Maintenance

- General Maintenance Worker
- Building Maintenance Worker
- Painter
- Housekeeper / Laundry
- Groundskeeper
- Janitor/Custodian

Materials Handling

- Inventory Worker
- Pick & Pack Worker
- Shipping / Receiving Worker
- Warehouse Worker
- Vehicle / Equipment Operator

3.1.9. Marketing

- Detailing
- Detailing Representative
- Sales & Promotion
- Sampler
- Demonstrator
- Comparison Shopper
- Trade Shows & Seminars
- Host / Hostess
- Booth Attendant

3.1.10. Medical / Healthcare



Scope of Work

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- o Medical Biller
- o Medical Records Clerk
- o Medical Secretary
- o Medical Analyst

3.1.11. Special Expertise

- o Writing Expert (Grant, Policy, Technical, Processes & Procedures)
- o Procurement

3.2. Location of work

All work shall be performed on Customer property. By mutual written consent between the Contractor and the Customer, certain projects may be performed offsite. The majority of the Customers to be served pursuant to this contract are in four (4) distinct parts of the State: Maricopa County, Tucson, Flagstaff and Yuma. Other geographical State areas are allowable under this contract.

3.3. Hours of Work

Work schedules shall be established by the Customer. Most Services will be provided to the requesting agency primarily during normal business hours (8:00 A.M. to 5:00 P.M.), Monday through Friday.

3.3.1. For the purpose of this contract shifts are defined as follows:

- 1st shift – 6:00 A.M. to 6:00 P.M.
- 2nd shift – 2:00 P.M. to 12:00 A.M.
- 3rd shift – 7:00 P.M. to 6:00 A.M.

3.3.2. Overtime

Overtime shall be defined as any time in excess of forty (40) hours per week. Overtime must be approved in writing, in advance, by the Customer in order to be reimbursable. Weekend work shall not be considered overtime unless in excess of forty (40) hours. The pay rate shall not be more than time and one half for all approved overtime hours.


3.4. Supervision

Contractor's employees shall be supervised by the Customer. The Customer shall have direct control over daily activities of the Contractor's employees. Work policies, procedures, and standards established by the Customer shall be followed at all times.

4. Contractor Requirements

4.1. General Requirements

- 4.1.1. Work Start. No work shall be performed until a Purchase Order has been received from the requesting Customer.
- 4.1.2. All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the Customer.
- 4.1.3. Before making a referral of one of its employees, the Contractor shall assure that the employee has, at a minimum, the required qualifications for the assignment and is able to perform the duties required by the Customer.
- 4.1.4. The Contractor shall assign only those employees that have been thoroughly apprised of working conditions, job duties and hours.
- 4.1.5. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the Customer's premises.
- 4.1.6. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Customer. In the event any such employee fails to adhere to the Customer's directions or security / safety regulations, or demonstrate that they are not qualified to perform the required duties, the Customer shall notify the

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Contractor who shall replace the employee within two (2) working days at no cost to the Customer (including, but not limited to, training time, background checks, ID badges, drug testing, etc.). This also applies to any employee that leaves, for any reason, before the assignment is completed. When an employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, cost of finger printing, ID badges, etc. If such items are not returned to the Customer within five (5) working days the Customer shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) days.

4.1.7. No charges shall apply to the Customer for employees who fail to complete a minimum of sixteen (16) hours due to dissatisfaction with working conditions, job duties or hours.

4.1.8. Personnel provided by the Contractor shall follow all Customer work policies, procedures, and standards including, but not limited to:

- No smoking, eating, drinking in work area
- Signing in and presenting positive identification upon reporting for duty
- Interacting cordially with the Customer's personnel
- Responding professionally to Customer supervisory personnel
- Adhering to Customer dress code policies
- Parking in Customer assigned locations while reporting for duty
- Following other Customer rules as required
- Breaks and Lunch Schedules

4.1.9. If an employee leaves one Contractor for another Contractor, the Customer may choose to not allow that employee to continue his or her assignment.

4.2. Special Requirements

4.2.1. Invoice – Invoices shall be submitted to the applicable Agency and shall reflect at a minimum, the following:

- Contract or P.O. Number
- The Vendor ID number as defined in ProcureAZ
- Vendor Name
- Bill To
- Temporary Employee Name
- Employee Time sheet

4.2.2. Confidentiality / Non-disclosures

Depending on the hiring Agency, the Contractor's temporary staff shall be required to sign additional Confidentiality or Non-Disclosure Agreements based on assignment prior to the start of work.


4.3. Service Level Requirements

4.3.1. Non-Performance If any assigned employee does not satisfactorily perform any assigned duties, or if the Customer considers any conduct to be detrimental to the Customer's program, the Contractor shall withdraw the employee immediately upon notification. The withdrawn employee shall be replaced. Contractor shall not exceed sixteen (16) normal working hours, two (2) business days, to replace the withdrawn employee at no additional charge (including, but not limited to, training time, background checks, Identification badges, drug testing, etc.) to the Customer. This also applies to any employee that leaves, for any reason, before the assignment is completed.

4.4. Reporting Requirements

4.4.1. Time Sheets

4.4.2. Quarterly Reports (See Section 7 of the Special Terms and Conditions)

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5. Customer responsibilities

For temporary employment requirements

- Customer shall provide all equipment, materials, supplies, tools, facilities, space and supervision necessary.
- Any initial Customer requirement such as drug testing, background check, finger printing, and Identification badges shall be paid for by the Customer. In the event that the employee needs to be replaced as described in the section above, 4.1.6., these charges shall be reimbursed by the Contractor.
- Customer shall provide temporary staff new employee orientation as required.
- Customer must provide justification when requesting temporary employee changes.

6. Supplementing Products and Services - Products and Services available under the Contract are limited to the high-level categories included herein. If additional Products or Services are required as a supplement to the high-level category, this shall be agreed upon by each party by completing an Amendment to the Agreement. The Product or Service added shall be classified under those high-level categories that were originally awarded. Services in a high-level category that was not originally awarded shall not be supplemented.



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1. Definitions

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.

"Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.

"Amendments" means solicitation amendments.

"Arizona Learning Center" (ALC) provides statewide Computer Based Training (CBT) courses available to all State of Arizona employees as well as agency-specific courses designed by other State agencies.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.

"Available Date" means a data field, in which may contain the date that the solicitation was published.

"Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.

"Bid Method" means the type of solicitation process being conducted.

"Bid Number" means the solicitation's identification number.

"Bid Opening Date" means the date and time that offers are due.

"Bid Solicitation" means solicitation.

"Bid Type" means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).

"Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.


"Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.

"Buyer" means procurement officer.

"Department" means the customer for whom the solicitation is being done.

"Description" means the solicitation's title.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.

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"Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.

"Info Contact" means a data field, in which may contain the contact information of a person to whom inquires are to be directed.

"Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.

"Location" means the specific customer, within the department, for whom the solicitation is being done.

"Organization" means the state agency under whose authority the solicitation is being conducted.

"Pre Bid Conference" means pre-offer conference.

"Print Format" means the format of the solicitation's print output.

"Purchase Method" means the type of contract transaction contemplated, ranging from an "Open Market" (one-time) transaction to a "Blanket" (term) transaction.

"Purchaser" means procurement officer.

"Quote" means offer.

"Required Date" means a data field, in which may contain the date that the materials, services or construction are needed by the State.

"Ship-to Address" means the department address where materials, services or construction purchased under any resulting contract may be billed.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

1.1. Special Contract Definitions

"Personal identifying information (PII)" means an individual's name, social security number; full date of birth, drivers' license, and government issued non-operating license, financial account number, password associated with access to a financial account or account which provides benefits or right to services, contained in any record or other material related to this contract on behalf of the state. See also ARS 41-4171 or 4172 for additional personal identifiers that additionally may be defined as PII in the specification of the scope of work for the contract.

"Protected Health Information (PHI)" means individually identifiable health information as defined by the HIPAA Privacy Rule at 45 CFR 160.103 (Health Information), 45 CFR 160.103 (Individually Identifiable Health Information) and 45 CFR 164.501 (Protected Health Information) including the following identifiers (see 45 CFR 164.514(b)(2)(i)): an individual's name; address; dates of birth, dates of health care services, certain age categories and other elements of dates; telephone numbers; fax numbers; e-mail addresses; social security numbers; medical records and account numbers; health plan beneficiary numbers; certificate and license numbers; vehicle identifiers, serial numbers and license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs or web addresses); Internet Protocol (IP) addresses; biometric identifiers, including voice and finger prints; facial photographs and comparable images; and any other unique identifying number, characteristic or code.

"Sensitive information" means a record or an oral communication that relates to information that if disclosed could adversely affect the best interest of the State, the privacy of a person, or the critical infrastructure and



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information related to critical infrastructure of the State of Arizona and/or the United States (See ARS 41-1801).

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract

"Data Breach" means the unauthorized creation, acquisition, access, use, disclosure or disposal of personal identifying, confidential, protected health or sensitive information.

2. Amendments

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 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 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.

3. Administrative Fee / Usage.

- 3.1. Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.
- 3.2. The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee . All usage reports submitted for the purpose of this contract shall be public record.
- 3.3. At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) for more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.
- 3.4. Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the Contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

4. Certifications

All key personnel when required shall provide evidence of their certification(s) relevant to the services provided under the contract.

5. Confidentiality of Records

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

6. Contract



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The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

7. Contract Usage Reports

7.1. The contractor shall be required to furnish the following reports to the State Procurement Office against this contract on a quarterly basis at no additional cost to the state:

Total contract usage reports: Identifying all eligible using agencies and total dollar volumes purchased by each eligible using agency during the reporting period. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

7.2. Reports shall be due at the end of each 3-month contract period to be furnished to the contract officer of record no later than 15 days after the end of each 3-month contract period.

7.3. The information contained in these contract reports and the accurate and timely submission thereof are critical components used by the State. Failure by the contractor to submit accurate and timely contract reports against this contract may be cause for cancellation of the contract.

8. Contract Type (as Needed) - The contract shall be on an as needed, if needed basis.

9. Performance / Invoicing Remedies - Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with operational issues under the Contract.

9.1. Performance Issue Notice

Customers shall notify the Contractor in response to or in anticipation of any issues or problems associated with the products or services Ordered under the Contract. Contractor shall acknowledge the Customer notice, in writing or electronically, within two (2) days following receipt or a shorter period of time as requested by the Customer. Customers may accept verbal Order acknowledgment when time and circumstances require.

9.2. Performance Issue Resolution

Contractor shall provide for the resolution of all issues or problems identified by the Customer. Contractor shall provide a resolution plan to the Customer, in writing or electronically, within five (5) days or a shorter period of time as requested by the Customer.

9.3. Invoicing Issue Notice

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

9.4. Invoicing Adjustments

Revised invoices or billing adjustments shall apply only to Contractor's Services that can be verified by the Customer, and requests for such adjustments must be submitted in writing to the Customer within 60 days of invoice delivery; shall reference the original invoice in which the error was made, and contain sufficient level



Special Terms and Conditions

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of detail to make a reasonable determination of fact. Billing Adjustments, once determined to be fact, shall be documented in writing on all forms of billing, paper and electronic, in the next billing cycle.

9.5. Escalation Process

If unsatisfied with the Contractor's resolution plan for the performance issue or identified billing error, or the Contractor fails to resolve the issues or errors cited in accordance with their resolution plan, Customers may submit a fully documented Vendor Performance Report (VPR) to the Procurement Officer. Documentation to accompany the VPR shall include the Issue Notice, the Contractor's acknowledgement and resolution plan (if applicable), and a statement confirming that the resolution plan was not met or an explanation why the resolution plan was not acceptable. VPRs and accompanying documentation will serve as a foundation to any further recourse in accordance with the Remedies provisions established herein. VPRs can be found at the following URL:

http://spo.az.gov/docs/Admin_Policy/SPM/STD%20Forms%20and%20Docs/Vendor%20Performance%20Report.pdf

10. Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

11. Indemnification Clause:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or 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 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 sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

12. Insurance Requirements:

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

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



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12.1. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

12.1.1. Commercial General Liability – Occurrence Form

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

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

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

12.1.2. Business Automobile Liability

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

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.

12.1.3. Worker's Compensation and Employers' Liability

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



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- 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.

12.1.4. Professional Liability (Errors and Omissions Liability)

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

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

12.2. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

12.2.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

12.2.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

12.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

12.3. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

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

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

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.



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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 **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- 12.6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- 12.7. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 12.8. **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.
13. **IT 508 Compliance** - Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-3531 and § 41-3532 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.
14. **Key Personnel** - It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this 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.
15. **Licenses** - Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.
16. **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 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.
17. **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. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to or use of confidential, secure or sensitive data or personal client data including personal identifying information, protected health information, or development or modification of software for the State shall be performed within the borders of the United States.



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Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services that do not include work related to confidential or sensitive information, or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

18. Protection of State Information

- 18.1. Due to the sensitive nature of the information maintained by the State, the contractor shall not disclose or release in any manner, any and all information the State deems, private, privileged or confidential transmitted during the performance of the contract. This information shall be protected by the contractor during and after the full term of the contract. At no time, shall information be disclosed without the State's prior written consent. All information and any copies thereof shall be returned to the State upon completion of the work performance. Personnel with access to personal identifying, sensitive or other confidential [see definitions section] may be subject to background checks as the expense of the Contractor or its subcontractors.
- 18.2. The Contractor shall establish and maintain current documented data safeguard procedures, evidence of information security training and controls acceptable to the State and shall furnish such upon request of the State. The Contractor and its subcontractors or other agents shall assure appropriate information management safeguards for personal identifying, confidential or sensitive information or protected health information (physical and virtual) from unauthorized creation, acquisition, access, use, disclosure or disposal. Contractor shall ensure that its' and any subcontractors' agents and/or employees perform work under this contract shall comply to the fullest extent with information the established data safeguard provisions. Failure to comply with such shall be immediately reported to the State of as a possible data breach.
- 18.3. The Contractor shall cooperate and participate in any resulting investigation of the State as well as any mitigation of a data breach if such is deemed by the State. The Contractor, its subcontractors or other agents shall maintain a complete, current and accurate log of location and person completing work for the State.
- 18.4. Upon request, the Contractor shall provide the State with an information safeguard management plan for its primary sites as well as for any locations, other than the primary site, including but not limited to personal residences and other remote locations where work under this contract shall be performed. Such a plan shall include any subcontractors and agents performing work under this contract. The Contractor shall notify the State in writing of any changes to this plan. The State reserves the right to approve and/or monitor this information safeguard plan.
- 18.5. **Data Breach Identification and Reporting**
- The Contractor, its subcontractors and any agents or employees who perform under work under this contract, shall be responsible to immediately report to the State any suspected or confirmed data breach of State information. A data breach shall be defined as the unauthorized creation, acquisition, access, use, disclosure or disposal of any information deemed as personal identifying, confidential, sensitive or protected health information. The Contractor, its subcontractors, employees and all agents shall fully cooperate with the State to investigate, mitigate potential or actual harm resulting from such breach and shall remediate of such incidents, including assisting the State to notify affected individuals. The State may, at its sole discretion, assume notification responsibility owed under law by Contractor, its subcontractors or agents if the State reasonably believes the contractor or its subcontractors or agents are unable to fulfill this responsibility.
- 18.6. **Encryption of Data**



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Contractor shall protect all State electronic information in accordance with the Arizona Strategic Enterprise Technology (ASET) standards for encryption, at a minimum. (Standards are found at <http://aset.azdoa.gov/security/policies-standards-and-procedures>). File transmissions of State data using the Internet or other unsecured medium shall employ at a minimum a 128-bit end to end encryption to secure the data. All methods of encryption, training, policies, procedures, and performance measures shall be documented by Contractor and its subcontractors.

18.7. Disposal of Information

Contractor shall obtain written authorization from the State prior to disposal of any electronic media containing personal identifying, confidential, protected health or sensitive information. Prior to disposal, Contractor shall properly sanitize by clearing (using software or hardware products to overwrite media with non-sensitive data), purging (degauss or expose the media to a strong magnetic field to disrupt the recorded magnetic domains), or destroying (disintegration, pulverization, melting, incinerating, or shredding) the media. This shall be, at a minimum, done in accordance with Arizona Government Information Technology Agency standards for media sanitizing and disposal found at <http://aset.azdoa.gov/sites/default/files/media/docs/P800-S880%20Media%20San%20Disp.pdf> (S880 Media Sanitizing/Disposal Standard). Hardcopy information shall be destroyed by shredding, burning, pulping, or pulverizing the records so that personal identifying information is rendered unreadable, indecipherable, and cannot otherwise be reconstructed. Contractor shall maintain accurate and current documentation identifying the information disposed of, method of disposal, contract for disposal if applicable and retain disposal information in accordance with contract requirements.

18.8. Compliance Monitoring

In accordance with the contract terms, the State shall have the right to assess, monitor and validate compliance with all requirements relating to information safeguarding including timely reporting of actual or suspected data breach performed by the Contractor, its subcontractor(s), employees and agents.

19. Price Adjustment (After Two Years)

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for two (2) year(s). A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the state.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

20. Subcontractors

The contractor may, enter into written subcontract(s) for performance of certain functions under the contract. Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. Subcontracts issued by the Contractor shall incorporate by reference the Terms, Conditions and requirements of this Contract.

21. Term of Contract

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. By written mutual contract amendment, any resultant contract may be extended for four (4) additional one-year periods or a portion thereof. The original contract shall remain the same and apply during the renewal period with the exception of price.

22. Travel

When requested, in writing, from the State to perform work that requires overnight accommodations, the Using Agency will reimburse the contractor in accordance with the current rates and provisions specified in the Rules and Regulations applicable to State employee's travel. The contractor shall itemize and invoice all per diem and lodging charges. The State's travel policy maybe located at <http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>



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UNIFORM TERMS AND CONDITIONS – VERSION 8

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 “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 or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 “Contractor” means any person who has a Contract with the State.
 - 1.5 “Days” means calendar days unless otherwise specified.
 - 1.6 “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 “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” 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” 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” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13 “State Fiscal Year” means the period beginning with July 1 and ending June 30.

2 Contract Interpretation

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.



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

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

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

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

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines 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



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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 the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 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 or 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 A.R.S. 23-214, Subsection A.
- 3.11 Scrutinized Businesses In accordance with A.R.S. 35-391 and A.R.S. 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 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.



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

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the, contractor

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

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.



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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 purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

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

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.


6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the

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following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7 Warranties

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

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

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.


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

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

7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

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

7.6.1 **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.

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7.6.2 **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.**

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 **Contract Termination**

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

9.2 **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the



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Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

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

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

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

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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OFFEROR'S KEY PERSONNEL

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. Answers such as "See attached Resume" will not be accepted. If resumes are included please also reference the position on the resume.

Position	Employee Name
Current Information	
Position Currently Held in Firm:	
Years With Firm:	
Years in Current Position:	
Years' Experience in Role:	
Percentage of Employee's Time Dedicated to This Contract:	%

Related Experience		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

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QUESTIONNAIRE INSTRUCTIONS:

Attach as part of your ProcureAZ proposal, a singular file in Adobe Acrobat (PDF) format named **ADSP013-0000xxxx** [Offeror's Name] 'Response_Questionnaire.pdf' that contain the responses to all of the Questionnaire items ("items") listed below.

Responding to the Proposal:

- A. Include the item number when responding to each item.
- B. Prepare each item response in the form indicated demonstrating your ability to satisfy the Scope of Work.
- C. When an item asks Offeror to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described.
- D. Use straightforward language limited to facts, solutions to problems, and plans of proposed action.
- E. Limit the use of technical language to describing technical processes.
- F. Submit responses in the order listed below.

ITEMS:

1. Method of Approach:

A. Offeror shall state the specific high-level category to which they are proposing and provide a narrative of how Offeror will effectively provide the temporary personnel services under the specific temporary staffing high-level category. The narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action:

- a. Accounting
- b. Administrative
- c. Call Center
- d. Data Entry
- e. Education
- f. Insurance
- g. Legal
- h. Light Industrial
- i. Marketing
- j. Medical / Healthcare
- k. Special Expertise
- l.

B. Job Titles/Job Descriptions: Offeror shall use Attachment III to submit Job Title(s) and corresponding job description(s) that may fall under each high-level category.

- It is expected that when defining a lower job title and job description, it is assumed that the next higher level, a mid-level position per se, will entail the same qualifications as an entry level plus those mid-level qualifications. *Therefore, for the next higher level job title, only the job description qualifications that delineate the higher level position(s) from the lower position shall be explained for that higher position job title.*

C. Understanding of Offer:

- a. Offeror's response is complete and demonstrates their ability to provide the services specified in the Scope of Work.
- b. Offer shall provide its policies and training procedures its personnel received prior to their work assignments.
- c. How is the skill level of personnel determined?
- d. Are assessment tests given to hired personnel?



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- D. Workplace Preparedness: Describe the process Offeror uses to ensure the workplace readiness of temporary staff personnel, quality and timeliness of communication with the Customer.
- E. Communication: Offeror shall describe how the following are addressed
- Professional appearance;
 - Reliability – punctuality, attendance
 - Recruitment process
- A. Temporary Staffing Services:
- Provide details on your processes to accept temporary placement requests. This is the typical fulfillment process of temporary staffing beginning with initial request from Customer to actual placement.
 - Describe your methods used to initially screen assignment employees.
 - What is your success ratio in placing assignment employees?
 - What are your sources of obtaining assignment employees?
 - What is the turnover rate of your assignment employees?
 - What type of training is provided to your assignment employees?
 - To what extent is customer satisfaction measured and reported and what methods of determining customer satisfaction are used?
 - Discuss how you will ensure timely payments to your temporary staff.
 - Please provide Offeror's standard response times to telephone or voice mail messages from Customer.
 - What is the Offeror's standard process and timeframe in reporting to Customer of temporary staff absences and same-day replacement if requested?
2. Capacity of Offeror: Offeror's shall describe their organizational capacity to support the State and its Customer under any resultant contract.
- A. Subcontracting: Offeror's shall describe their Subcontractors used in the provision of the Services. Offeror's shall provide evidence of their training, experience and performance supporting similar Customers. Offeror's shall include Subcontractor Key Personnel as part of Attachment I.
- B. Offeror Organization: Offeror's total organization, management and ownership structure. Include an organizational chart clearly delineating each entity within the organization
- C. Experience / Background: Disclose education as it relates to providing services, expertise and experience (this shall relate to subcontractors as well) pertaining to the staff that will be providing services in a possible resultant contract.
- Provide a brief history of the organization which shall include substantial evidence your company has provided these types of services, include customer names, project details, start/complete dates and description of services provided, issues and description of how issues were resolved.
 - Submit a description of services provided to other government entities (within and/or outside of Arizona) requesting a similar scope. Provide extensive details of those services provided as they compare with those described within this Solicitation.
- D. Legal: Is Offeror involved in any legal proceedings, lawsuits or governmental regulatory actions taken or pending, and any contractual demands for assurance regarding the provision of similar services?
- YES
(List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company's name, name of the project, the nature of the litigation, and the current status of the dispute. Also list any contractual demands for assurance regarding the provision of similar services).
- NO



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3. Price Submission.

- a. Offeror's are to submit in ProcureAZ their hourly rate using the Unit Cost field, additionally use the Alternate description field following format:

Category — Job Title - Job Description for each temporary staff position being proposed.

If additional line items are required, provide a Microsoft Excel spreadsheet (.xls) or (.xlsx) in the following field format.

Category – Job Title - Job Description – hourly rate

- b. If applicable, provide overtime, holiday and/or shift differential pay in this section (b) below.



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Attachment III – Job Titles and Job Descriptions

Scope of Work Reference #	JOB TITLE	JOB DESCRIPTION
(Insert additional Rows as needed under each category for subcategory job titles and job descriptions)		
<p>NOTE: When transitioning from an entry level position to mid-level, etc., Offeror shall ONLY reflect what additional duties or qualifications are involved in the higher position as describe in Section 1B "Method of Approach" on Attachment III.</p>		
3.1.1 - Accounting	Minimal Duties	General Duties & Qualifications include the following at a minimum – Knowledge of Generally Accepted Accounting Principles (GAAP); Knowledge of basic office equipment including a 10-key calculator, Familiarity or knowledge of basic accounting/bookkeeping terminology and concepts, Knowledge of computerized/automated accounting systems, Balancing calculated totals with receipts, posting credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), Verifying the accuracy of vouchers, purchase orders, invoices or payments, Gathering data or researching; Must possess analytical skills, Performing various clerical duties. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.2 – Administrative / Clerical	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of various office equipment including postage meter and 10-key calculator, Ability to accurately count materials / items, Knowledge of standard filing systems, Ability to do detailed work, Ability to perform simple mathematical calculations, Ability to follow instructions, Sorting and filing materials according to an alphabetic, numeric or color-coded system, Creating lists or directories, Verifying information on forms. Producing memos, letters, lists, reports, etc., from handwritten, typewritten or printed drafts, sorting and filing materials, Photocopying / using a facsimile machine; Ability to produce documents following company standards, Ability to proof and correct errors in documents, Knowledge of standard and electronic filing systems, Personal computer (PC), Photocopy machine, Printer and 10-Key calculator. Proficient at grammar, spelling, punctuation, and proofreading. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.3 – Call Center	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of basic office equipment including a personal computer, electronic key system (EKS), telephone and headset, Ability to communicate and record information accurately, Ability to question others to determine specific needs, Ability to deal with people patiently, Ability to proofread and correct errors, Receive and place telephone calls, Fill out and verify information on forms or records, Proofread to verify that forms are completed properly. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)



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(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.4 – Data Entry	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of basic office equipment including personal computer / CRT, mainframe and 10-Key calculator, Ability to follow instructions, Ability to perform repetitive work, Ability to do detailed work, Ability to proofread and correct errors, Inputting information into a computer, Accessing information from a computer, Verifying information on a screen, Performing various clerical duties. Responsible for editing, processing (data entry) and distribution of raw source documents; Consults with supervisor in providing needed information for keying process; Adheres to strict batch processing schedule to meet deadlines; Skills/Qualifications: Data Entry Skills, Typing, Confidentiality, Attention to Detail, Thoroughness, Independence, Documentation Skills, Problem Solving, Analyzing Information , Dependability, Results Driven. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.5 – Education	Minimal Duties	General Duties & Qualifications include the following at a minimum - Bachelor's degree from an accredited institution with a valid Arizona teaching, administrative or substitute teacher certificate, Ability to follow pre-developed lesson plans, Ability to establish and maintain a quality learning environment, Ability to verbally communicate learning concepts, Ability to work within the guidelines and policies of school administration, Ability to remain on feet for long periods of time, Organizational ability, Patience, Desire to work with children. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.6 – Insurance	Minimal Duties	General Duties & Qualifications include the following at a minimum - Considerable knowledge of insurance industry and medical terminology, ability to understand, investigate, negotiate, settle , analyze and evaluate information from engineers, architects, contractors, accountants, CPAs, physicians, etc., Ability to interpret and apply Federal and State statutes, rules, and policies and procedures of State government, universities and county court systems and the legal rules of civil procedures in both Federal and State lawsuits, Skill in customer service and interpersonal relations as applied to contracts with other agency staff, representatives of other governmental agencies, carriers, medical providers, claimant's dependents, employers, attorneys and the public, Skill in negotiating claim settlements with claimants, attorneys and/or third parties, Skill in written and oral communication, Skill in electronic communications including claim evaluation reports, Skill in planning, organizing, interpreting and analyzing complex legal, medical, economic, accident reconstruction and contractual situations to reach logical conclusions and reasonable recommendations, Knowledge of labor market conditions, Knowledge of State government, structure and functions, Knowledge of insurance industry and medical terminology. Valid Arizona driver's license. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)



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3.1.7 – Legal	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of legal terminology and legal environment required, Producing documents such as letters, memos, proposals and statistical material, Transcribing shorthand notes, Transcribing from voice recordings, Proofreading and correcting documents, Placing, receiving and routing phone calls, Scheduling appointments, Making travel or meeting arrangements, Handling incoming and outgoing mail, Compiling information and record keeping, Photocopying / using a facsimile machine, Performing simple mathematical calculations, Ability to produce documents following company standards, Ability to proofread and correct errors in documents, Ability to communicate clearly and accurately, Ability to use Dictation / transcription equipment, Electric / electronic typewriter, Facsimile machine, Personal computer (PC) and Photocopy machine. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.8 – Light Industrial	Minimal Duties	General Duties & Qualifications include the following at a minimum - Ability to use a variety of tools / maintenance equipment, Possess manual dexterity, Ability to perform repetitive work, Ability to follow instructions, Ability to identify flaws or imperfections in a product, Ability to handle large objects, Ability to transport items weighing up to 75 pounds, Ability to accurately count materials, Ability to walk, sit or stand for long periods of time, Knowledge of safety requirements or procedures, Safety steel toed shoes required, possess a valid Arizona's Driver's License as required by customer, Checking or inspecting materials / products to make sure they meet standards, Verifying information or accessing information in tables / lists, Counting materials and performing simple mathematical calculations, Copying numbers, codes or other information and filling out forms, Removing dirt and trash from work areas, Cleaning floors, sinks, toilets, bathtubs or showers, Dusting or wiping furniture, fixtures or equipment, Maintaining company grounds, Setting up tables, chairs or equipment, Packing materials or products into shipping containers, Sealing or wrapping packages for shipment, Placing labels or stickers on materials, Unpacking incoming materials, Checking materials for proper quantities, Requesting materials from an in-house source, Ability to meet Department of Health standards for food workers, Washing dishes, pans and utensils. Offeror may add positions as applicable to this high-level category..
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.9 – Marketing	Minimal Duties	General Duties & Qualifications include the following at a minimum - Handling stock / supplies, Counting items / materials, Performing simple mathematical calculations, Ability to transport items weighing up to 25 pounds, Ability to stand, sit or walk for long periods of time, Ability to use a calculator/10-key calculator/Cash register, Answering product questions, Distributing flyers, samples, etc., Ability to communicate clearly and accurately, Ability to learn a company's products or services, Greeting and assisting visitors / delegates / conferees who attend conventions, seminars, trade shows, exhibits or other events, Placing, receiving and routing phone calls, Taking messages, Ability to interact with others using tact and diplomacy, Ability to deal with people patiently, Ability to record information. Offeror may add positions as applicable to this high-level category.



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(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.10 – Medical / Healthcare	Minimal Duties	<p>General Duties & Qualifications include the following at a minimum - Knowledge of medical terminology and medical environment required, Knowledge of basic office equipment; Familiarity / knowledge of basic accounting terminology and concepts, Knowledge of computerized accounting systems, Balancing calculated totals with receipts, posting credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), Verifying the accuracy of vouchers, purchase orders, invoices or payments, Performing various clerical duties, Knowledge of basic office equipment including microfilm / fiche camera, microfilm / fiche reader or printer, postage meter and 10-key calculator, Ability to accurately count materials / items, Knowledge of standard filing systems, Ability to do detailed work, Ability to perform simple mathematical calculations, Ability to follow instructions, Sorting and filing materials according to an alphabetic, numeric or color-coded system, Creating lists or directories, Verifying information on forms. Producing documents such as letters, memos, proposals and statistical material, Transcribing shorthand notes, Transcribing from voice recordings, Proofreading and correcting documents, Placing, receiving and routing phone calls, Scheduling appointments, Making travel or meeting arrangements, Handling incoming and outgoing mail, Compiling information and record keeping, Photocopying / using a facsimile machine, Performing simple mathematical calculations, Ability to produce documents following company standards, Ability to proofread and correct errors in documents, Ability to communicate clearly and accurately, Ability to use Facsimile machine, Personal computer (PC) and Printer/Copier Offeror may add positions as applicable to this high-level category.</p>
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.11 – Special Expertise	Minimal Duties	<p>General Duties & Qualifications include following – Knowledge of standard office practices, procedures, equipment and adult learning techniques. Bachelor's degree and work in area of expertise for a minimum of three years along with a proven track record. Must have excellent written and verbal communication skills, be proficient in research, interpreting, and analyzing diverse data and possess the ability to work collaboratively and independently to achieve stated goals. Must possess excellent problem solving skills. Responds quickly to customer requests and handle stressful situations in a professional manner. Offeror may add positions as applicable to this high-level category.</p>
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)

(End of Solicitation)



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Attachment III – Job Titles and Job Descriptions

Scope of Work Reference #	JOB TITLE	JOB DESCRIPTION
(Insert additional Rows as needed under each category for subcategory job titles and job descriptions)		
<p>NOTE: When transitioning from an entry level position to mid-level, etc., Offeror shall ONLY reflect what additional duties or qualifications are involved in the higher position as describe in Section 1B “Method of Approach” on Attachment III.</p>		
3.1.1 - Accounting	Accounting Clerk 1 Entry Level Bill Rate; \$10.61	Duties and qualifications shall include the following at a minimum; copying/coding numbers or other information and filling out forms. Sorting and filing materials (automated filing system). Counting materials, documents or other items. Revising spreadsheets, (inserting and deleting columns and rows) editing and inserting data (labels, figures, formulas) Basic knowledge of Excel, Access, Word. Ability to accurately input date into computer.
3.1.1 – Accounting	Accounting Clerk 1 Mid- level Bill Rate;\$13.98	Additional duties to that of the entry level 1 should include; 3 plus years in a clerk level position, skilled in performing simple mathematical calculations, posting to accounts (payables, receivables, general ledger) Placing collections calls and processing invoices.
3.1.1 Accounting	Accounting Clerk 1 Senior Level Bill Rate: \$15.84	Additional duties to that of the entry level and mid-level accounting clerk 1 should include 5 plus years in a clerk level position.
3.1.1 Accounting	Accountant 1 Entry Level Bill Rate: \$21.12	Duties and qualifications should include Accounting Clerk 1 Senior Level as well as the following at a minimum; sorting and counting money, issuing sales receipts/deposits slips, balancing and reconciling accounts. Determining formulas or calculations, preparing financial entries, determining appropriate account classifications using chart of accounts.
3.1.1 Accounting	Accountant 1 Mid-level Bill Rate: \$23.76	Additional duties to that of the Accountant 1 should include; producing financial and statistical reports from subsidiary ledgers. Preparing checks for payroll or payables. Preparing/issuing invoices, monthly statements or audit confirmations. Skill in preparing tables, graphs and charts. 3+ years experience in a senior accountant role.
3.1.1 Accounting	Accountant 1 Senior Level Bill Rate: 27.76	Additional duties to that of the Accountant 1 entry level and Accountant 1 mid level should include 5 + years experience in a senior accountant role and a Bachelors Degree in Accounting.
3.1.1 Accounting	Bookkeeper Entry Level Bill Rate: \$19.80	Duties and qualifications should include the following at a minimum; knowledge of spreadsheet software; Excel. Knowledge of various accounting functions such as payables, receivables, payroll, 10-key by touch. Enters and verifies transactions in GL accounts and journals, balances books, completes reconciliations.
3.1.1 Accounting	Bookkeeper Mid- Level Bill Rate: \$22.44	Additional duties to that of the entry level bookkeeper should include 2+ years experience as a bookkeeper, familiar with all bookkeeping functions involved in maintaining company financial records.



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3.1.1 Accounting	Bookkeeper Senior-level Bill Rate: \$25.72	Additional duties to that of the entry level bookkeeper should include 5+ years experience as a bookkeeper, familiar with all bookkeeping functions involved in maintaining company financial records, including cost accounting, trial balances, and profit and loss statements.
3.1.1 Accounting	Accounts Payable Entry level Bill Rate: \$12.70	Duties and qualifications should include at a minimum; review payable invoices for accuracy, match invoice or purchase order submitted for authorization of purchase, communicate with AP vendors to correct or modify invoices, code payables with correct general ledger codes, enter batches of coded invoices into computer.
3.1.1 Accounting	Accounts Payable Mid-level Bill Rate: \$15.24	Additional duties to that of the Accounts Payable Entry Level should include; updating the sub-ledger to the general ledger, processing manual or computerized checks, researching and resolving variety of customer inquiries regarding account balances.
3.1.1 Accounting	Accounts Payable Senior Level Bill Rate: \$17.16	Additional duties to that of the Accounts Payable Entry Level and Mid Level should include; reconcile month end reports, assign and monitor work of entry level and mid level employees, check the general ledger near month end for reasonable entries.
3.1.1 Accounting	Accounts Receivable Entry Level Bill Rate: \$12.70	Duties and qualifications should include at a minimum; demonstrating ten key skills with speed and accuracy, match payments to invoice sent, assign general ledger account codes on payments, file all invoices by customer name, process billing requests, take daily deposit to bank.
3.1.1 Accounting	Accounts Receivable Mid Level Bill Rate: \$15.24	Additional duties to that of the Accounts Receivable Entry Level should include; prepare aged receivables listing with information from sales journal, analyze and reconcile various accounts by researching and identifying error in posting, process remittance information from customer checks, drafts, and wire transfers, verify deposits and prepare documents for posting.
3.1.1 Accounting	Accounts Receivable Senior Level Bill Rate: \$17.16	Additional duties to that of the Accounts Receivable Entry Level and Mid Level should include; assist in performance of internal audit/external audits by compiling information, check the general ledger near month end for reasonable entries.
3.1.1 Accounting	Financial Analyst Entry- Level Bill Rate: \$24.48	Duties and qualifications should include at a minimum; developing spreadsheets to analyze data and track monthly variance analysis, compare actual verses budgeted numbers on income statement, maintain general ledger balance sheet, assist with preparation of year end closing, prepare quarterly consolidation report.
3.1.1 Accounting	Financial Analyst Mid Level Bill Rate: \$32.64	Duties and qualifications should include at a minimum of 3+ years; developing complex spreadsheets to analyze data and track monthly variance analysis, compare actual verses budgeted numbers on income statement, maintain general ledger balance sheet, assist with preparation of year end closing, prepare quarterly consolidation report.
3.1.1 Accounting	Financial Analyst Senior Level Bill Rate: \$40.74	Additional duties to that of the Financial Analyst Mid Level should include; responsible for tax planning and compliance with all federal, state and local corporate, payroll and other applicable taxes. Ensure reports are filed with the SEC are in compliance with federal regulations. Perform risk analysis. 5+ years as a financial analyst, Bachelors Degree.



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		preparing reports, developing charts, tables, etc., for reports, maintaining library for retrieval / updating of documents, ability to prioritize work, ability to work on more than one task at a time, ability to process records / lists on a PC, ability to utilize multiple software.
3.1.2 – Administrative / Clerical	Administrative Assistant Mid-Level Bill Rate \$14.38	Additional duties and qualifications shall include the Administrative Assistant Entry Level duties and the following at a minimum: Maintaining a system for managing office routine, maintaining office supplies, ability to compose clear, correct sentences, ability to complete general clerical tasks, skill in formatting, editing, inputting and printing documents on a typewriter or PC, skill in using database, spreadsheet, word processing or other software – more than one software. 2 or more years of experience.
3.1.2 – Administrative / Clerical	Administrative Assistant Senior Level Bill Rate \$17.01	Additional duties and qualifications shall include Administrative Assistant Entry and Mid-Level as well as the following at a minimum: Handling administrative detail, producing statistical / numerical material (column layout), following and creating special formats to meet document requirements, ability to adapt quickly to changing conditions, ability to interact with all levels of management, ability to merge documents on a PC. 5 or more years of experience and some college.
3.1.2 – Administrative / Clerical	Executive Assistant Entry Level Bill Rate \$16.01	Additional duties and qualifications shall Administrative Assistant all levels as well as the following at a minimum: Taking minutes at meetings, handling meeting arrangements, agendas, notifications, etc., training / supervising others, producing material with technical terminology or in a foreign language, producing material with technical terminology or in a foreign language, Sorting and filing material using software (automated filing systems), advanced knowledge of computer software, specialized industry skill or knowledge. Able to work in a professional manner with executives from a variety of business and social backgrounds.
3.1.2 – Administrative / Clerical	Executive Assistant Mid- Level Bill Rate \$17.98	Additional duties and qualifications shall include Administrative Assistant all levels and Executive Assistant Entry Level as well as the following at a minimum: 2 or more years of experience, some college experience.
3.1.2 – Administrative / Clerical	Executive Assistant Senior Level Bill Rate \$20.08	Additional duties and qualifications shall include Administrative Assistant all levels and Executive Assistant Entry Level and Mid-Level as well as the following at a minimum: 5 or more years of experience and a college degree.
3.1.3 – Call Center	Minimal Duties	General Duties & Qualifications include the following at a minimum - knowledge of basic office equipment including a personal computer, electronic key system (EKS), telephone and headset, ability to communicate and record information accurately, ability to question others to determine specific needs, ability to deal with people patiently, ability to proofread and correct errors, receive and place telephone calls, fill out and verify information on forms or records, proofread to verify that forms are completed properly. Offeror may add positions as applicable to this high-level category.



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3.1.3 – Call Center	Customer Service Inbound Entry level Bill Rate \$ 11.67	Additional duties and qualifications shall include the following at a minimum: Receiving customer inquiries about a product or service, providing information to callers regarding a product or service recording and confirming customer orders, complaints or service information, direct calls for further problem resolution, skill in inputting and accessing information on paper, PC or CRT, skill in using database, data entry or single windows software.
3.1.3 – Call Center	Customer Service Inbound Mid level Bill Rate \$ 14.48	Additional duties and qualifications shall include Customer Service Entry Level as well as the following at a minimum: Handle large accounts or more difficult issues, lead, teach, guide and/or motivate teams, first level problem resolution and 2 or more years of experience.
3.1.3 – Call Center	Customer Service Inbound Senior level Bill Rate \$16.98	Additional duties and qualifications shall include Customer Service Entry Level, Mid Level as well as the following at a minimum: Handle large accounts or more difficult issues, lead, teach, guide and/or motivate teams, first level problem resolution and 5 or more years of experience.
3.1.3 – Call Center	Customer Service Outbound Entry Level Bill Rate \$ 11.77	Additional duties and qualifications shall include the following at a minimum: Place outbound calls, gather account status information, and gather customer complaint information, direct calls for further problem resolution.
3.1.3 – Call Center	Customer Service Outbound Mid-Level Bill Rate \$ 13.08	Additional duties and qualifications shall include Customer Service Outbound Entry Level as well as the following at a minimum: Place large volume daily calls, handle more difficult situations, manage, guide, and motivate teams and 2 or more years of experience.
3.1.3 – Call Center	Customer Service Outbound Senior-Level Bill Rate \$ 15.70	Additional duties and qualifications shall include Customer Service Outbound Entry Level and Mid-Level as well as the following at a minimum: Place large volume daily calls, handle more difficult situations, manage, guide, and motivate teams and 5 or more years of experience.
3.1.3 – Call Center	Market Research Inbound Entry Level Bill Rate \$ 11.43	Additional duties and qualifications shall include the following at a minimum: Receive incoming calls resulting from mass mailings or product demonstration, gather information about caller's experience and/or opinion of product or service, ability to lead, teach, guide, motivate team.
3.1.3 – Call Center	Market Research Inbound Mid- Level Bill Rate \$13.97	Additional duties and qualifications shall include Entry Level duties and the following at a minimum: 2 or more years of experience.
3.1.3 – Call Center	Market Research Inbound Senior Level Bill Rate \$16.51	Additional duties and qualifications shall include Entry Level duties and the following at a minimum: 5 or more years of experience.

	Solicitation Amendment 1		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
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Amendment No.: 1			

Pursuant to the Uniform Instructions to Offerors, Item C.7, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

The following attachments are hereby modified as follows:

1. **Attachment II** is modified to correct formatting error.
 - a. Letter A. **“Temporary Staffing Services”**, is hereby modified to reflect correct letter F. **“Temporary Staffing Services”**
2. **Scope of Work Section 3.1.11** is modified to remove subcategory:
 - a. Suggested subcategory **“Procurement”** is hereby removed as this subcategory will not be considered for this solicitation.

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENT SHALL BE DONE ELECTRONICALLY PRIOR TO OFFER DUE DATE AND TIME. All other all terms, conditions, specifications and amendments to the Solicitation remain unchanged



Contract Amendment

Contract No.: ADSPO13-043962

Amendment No.: 5

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Phoenix, AZ 85007

CONTRACTOR:

Kelly Services, Inc.
8147 E Evans, Suite #3
Scottsdale, AZ 85260

CONTACT: Aimee Hathaway
PHONE: (602)264-0717
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STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Cindy Tucker
PHONE: 602-364-1347
EMAIL: cindy.tucker@azdoa.gov

Temporary Staffing Services

1. In accordance with Special Terms and Conditions, Paragraph 21, Term of Contract, on Page 18, the aforementioned contract is hereby extended for an additional one-year period.
 - 1.1 The above referenced contract shall be extended from March 31, 2015 to April 1, 2016.
 - 1.2 Certificate of Insurance on file shall be in accordance with Special Terms and Conditions, Paragraph 12, Insurance Requirements on Page 13 shall be submitted for the third Term of the contract through March 31, 2016.
 - 1.3 All other terms and conditions remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

Aimee Hathaway 2/24/15
Signature Date

Partnered Staffing Manager
Aimee Hathaway
Printed/Typed Name and Title

Cynthia L. Tucker

February 12, 2015
Signature Date

Cynthia L. Tucker
Cynthia L Tucker, Sr. Procurement Officer
Printed/Typed Name and Title