

**CITY CLERK
ORIGINAL**

C-10198
08/17/2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MENTORSOURCE TRAINING CORPORATION DBA WORKPLACE SAFETY
SPECIALISTS**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 17 day of August, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and MentorSource Training Corporation dba Workplace Safety Specialists, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2014, under the Arizona State Purchasing Cooperative, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Safety Training Services (Statewide) Contract, Contract No. ADSP014-074363, which is attached hereto as Exhibit A. The Safety Training Services (Statewide) Contract permits its cooperative use by other governmental agencies including the City. The Safety Training Services (Statewide) Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2014, until the date the contract expires on June 30, 2016, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2016. The City, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-eight thousand dollars (\$48,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

MentorSource Training Corporation
dba Workplace Safety Specialists
c/o Joan Monroe
1122 S. Greenfield Road
Mesa, AZ 85206

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

MentorSource Training Corporation
dba Workplace Safety Specialists,
an Arizona corporation

By:



Craig Johnson, P.E.
Director Water Services

By:



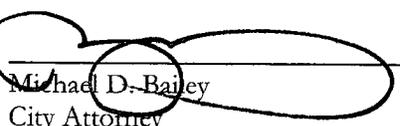
Name: Joan Monroe
Title: Operations Manager

ATTEST:



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
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SPECIALISTS**

EXHIBIT A

Safety Training Services (Statewide) Contract No. ADSP014-074363

	Request for Proposal		State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003611	PAGE 1	
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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.

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ATTACHMENT I – Safety Training Price Sheet (Separate Spreadsheet)

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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.

MentorSource Training Corporation dba

Workplace Safety Specialists

Company Name		
1122 S. Greenfield Road		
Address		
Mesa	AZ	85206
City	State	Zip
joanm@WorkplaceSafetySpecialists.com		
Contact Email Address		

 Signature of Person Authorized to Sign Offer	
Joan Monroe	
Printed Name	
Operations Manager	
Title	
Phone:	480-649-2851
Fax:	480-649-2897

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 2009-9 or A.R.S. §§ 41-1481 through 1486.
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.

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.

ADSP014-074363

The effective date of the Contract is July 1, 2014

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

State of Arizona
 Awarded this 23 day of June 2014

 Procurement Officer

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1. Introduction

Eligible Agencies (Statewide) have programs developed for employees to address situations encountered during routine work related operations that may be unsafe if not properly trained. Various federal, state, and local laws as well as Occupational Safety and Health Administration (OSHA) regulations recommend or mandate that personnel be adequately trained in a variety of areas. 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 Eligible Agencies may acquire these services.

2. Background

The State provides a broad range of services to the community including but not limited to road improvements, flood protection, infrastructure management, fire protection and environmental stewardship. The broad range of agency services provided exposes employees to a multitude of hazards that require ongoing preventative measures, including training, to reduce the likelihood of injury or illness. Eligible Agencies operate and maintain facilities and equipment in compliance with OSHA and other applicable safety and health regulations. The goal of the State is to reduce and prevent potential safety hazards and ensure the health and safety of both State employees and the general public. Although the State and its Eligible Agencies provide internal safety training, there may be times when supplemental training is required by external contractors when internal training opportunities are unavailable.

3. Purpose and Objective

The State of Arizona is seeking qualified vendors who offer safety training and safety consultation services for the specified list in Exhibit 1 of common safety topics that are applicable pursuant to OSHA regulations and A.A.C. R2-10-207.2 The objective of this Request for Proposal (RFP) is to award a contract to a pool of vendors who can deliver training, and identify training gaps in the defined subject matter of employee safety that is in the best interest of the Eligible Agencies. Successful Contractors shall be qualified and have the capacity to provide services statewide as stated herein.

4. Scope of Services

Contractor at a minimum shall:

- 4.1. Provide training and or training consultation services to educate employees in identifying and preventing hazards in the workplace;
- 4.2. Assess training needs against established safety programs that assist in determining causes and prevention of accidents;
- 4.3. Assist in developing new safety training programs;
- 4.4. Review and update existing safety training programs;
- 4.5. Provide training presentations;
- 4.6. Provide curriculum, and all other materials necessary to present the Services;
- 4.7. Possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP. All permits, licenses, and professional credentials shall be current;
- 4.8. Have the ability to provide services throughout the State of Arizona; and
- 4.9. Provide all the necessary technical resources and skills, support services and management of these resources.

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5. **Training Courses**. At a minimum, Contractor shall be able to provide a variety of the training courses reflected on Exhibit-1.

6. **Training Courseware Deliverables**

Contractor may also have the ability to develop customized safety training courseware or training programs. Developed courseware shall include all materials necessary to replicate the training over time. All safety training materials include the following:

6.1. **Pre-Training and Post-Training Artifacts**

- Clearly stated measurable and realistic learning objectives;
- Assessments to accurately test participants' achievement of the learning objectives;
- Verification of attendance through a sign-in sheet
- A student Certificate of Completion for participant and or completion course record
- Instructor Training evaluations; and
- Course evaluations shall be provided to the training requestor no later than one week after course has been completed.

6.2. **Facilitator Guide** – Facilitator Guide shall include at a minimum:

- Full Participant Guide;
- Table of Contents;
- Time segment allocations;
- Stated measurable and realistic objectives or specified safety standards for the specific curriculum; and
- Bibliography for course content and referenced further reading.

6.3. **Student Guide** – Student Guide shall include at a minimum:

- Table of Contents;
- Time segment allocations;
- Stated measurable and realistic objectives or specified safety standards for the specific curriculum; and
- Bibliography for course content and referenced further reading.

6.4. **Assessment Development**

- Contractor shall develop assessment questions and conduct assessments for training services that will accurately test participants' comprehension of the learning objectives of the course presented. Such assessments shall be conducted immediately after the training session is completed; and
- Copy of Completed Assessments sent to the applicable agency within five (5) business days.

7. **Copyright of Customized Courseware** – Contractor shall not copyright any materials or products developed through contract services or contract expenditures as they shall become the sole property of the Eligible Agencies. The only exception shall be for those materials or products designated as proprietary and previously stipulated as copyrighted materials. All rights will be reserved. Contractor agrees that these products or materials, in whole or in part, shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means without prior written permission from the Eligible Agencies.

8. **Training Delivery Formats and Definitions** – The Eligible Agencies shall have final say as to the delivery format and/or location (On-Site or Off-Site) of the requested safety training, workshop or facilitated session. The Eligible Agencies and the Contractor shall agree in writing the preferred specifications for the training environment (room set-up, equipment or other facility requirements). Contractor may deliver training in any one or a multiple of the following formats.

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- **Train-the-Trainer (T3)** – A prepared learning experience to provide the information to be taught and to give a prospective trainer the experience of teaching the material. Upon completion of developed courseware, Contractor shall, when requested, have the knowledge and ability to provide a Train-the-Trainer session. Additionally, any developed course material shall transfer to the Eligible Agencies to provide future training.
- **Offsite – Contractor Facility** – In person instruction session at Contractor location or chosen facility. Contractor shall provide a list of off-site facilities and any relevant options for the provision of Services herein upon request. The list shall include at a minimum the address and facility ownership, description of the facility and training room(s), size, provisions, and parking availability. Contractor shall provide all necessary equipment. Parking shall be available at no cost. The Eligible Agencies shall have the right to make unannounced site visits to ensure that the location is satisfactory prior to approval.
- **Onsite – State or Cooperative Agency** – In person instruction session at a State or Cooperative Agency facility. Contractor shall provide in writing a clear delineation of what materials, equipment and supplies Contractor shall be responsible for.
- **Computer Based Training** - Type of education in which the student learns by executing special training programs on a computer.
- **E-Learning** - Technology for interactive capability to allow students to learn anytime and anywhere. It is the computer and network-enabled transfer of skills and knowledge. E-learning applications and processes include Web-based learning, webinar, virtual education opportunities and digital collaboration. Content is delivered via the Internet, intranet/extranet, audio or video tape, satellite TV, and CD-ROM.

9. **Key Personnel, Materials**

- Contractor shall permit the Eligible Agencies have access to the Contractor's key personnel to perform a review prior to the commencement of any Services. This review may be accomplished at a site where similar subject matter is being delivered or in an interview-type setting.
- Eligible Agencies shall be allowed to edit and/or approve details of requested Services, associated documentation and other Materials.
- **Safety Training Courseware** - Contractor shall submit a finalized outline and masters of all Materials necessary to perform the proposed Services. The Eligible Agencies shall have final approval for the type, extent, and duration of Services provided by the Contractor. Materials shall be included in the price of the structured training and professional development classes.
- **Contractor-provided Materials** - When required to provide the materials, the Contractor must certify that all materials necessary for the successful provision of services shall be available for review and pre-approval by the Eligible Agencies prior to implementation on the date specified. Contractor shall then submit the above-referenced materials in a timely manner, on the date established and agreed upon by both parties, so as to provide the Eligible Agency ample time for review, comment, and approval of content prior to the specific delivery of services.
- **State-provided Materials** - If the Contractor is required to use materials provided by the Eligible Agencies, the Contractor shall obtain, for purposes of review and familiarization, said materials within five (5) working days or as specified by the Eligible Agencies. The Contractor must then certify that any key personnel assigned to provide facilitation services shall be fully prepared to provide facilitation services where the above-referenced materials will be disseminated.

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10. **Group Size Limits** - Contractor shall have established minimum and maximum class or group sizes critical to the learning success of the participants.
11. **Training Levels**
- Level 100 – General awareness:** Provides minimum regulatory requirements
 - Level 200 – Train-the-Trainer or Supervisor:** Designed to educate and supply personnel at supervisor management level or training administrator, with information and materials in order to train staff.
 - Level 300 – Reserved for Eligible Agency Training**
 - Level 400 – Operation Specific:** Training is geared to a specific agency's exposures and internal procedures.
12. **Training Planning** – Contractor shall allow, at no charge to the Eligible Agencies, one (1) planning session with Contractor to discuss training requirements and to ensure that Contractor is a "fit" for the Scope of Services. A final understanding of training requirements shall be agreed upon in writing between the Eligible Agencies and Contractor.
13. **Training Consulting Services** – The Eligible Agencies may at times have a need to consult a Safety Training expert to assess gaps in current agency training curriculum or consult to create a new safety training program.
14. **Training Cancellation**
- **Contractor cancellation** – Contractor may cancel scheduled classes up to (10) days prior to the scheduled start of the class. If certain attendance minimums aren't met for instruction-led classroom training classes, Contractor may cancel scheduled classes up to three (3) days prior to the scheduled start of the class.
 - **State's cancellation** - Notice of cancellation shall be provided by the Eligible Agencies to the Contractor at least forty-eight (48) business hours prior to the start time and date of scheduled training, workshop, or facilitated session. Both parties may agree to reduce or increase the notification period based upon needs and Contractor's key personnel and or facility availability.
 - **State Cancellation** – For various reasons, including failure to meet the minimum participation level may cause the cancellation of a scheduled training, workshop or facilitated session. The Eligible Agencies may cancel scheduled classes up to three (3) days prior to the scheduled start of the class. Contractor shall not be compensated for services not provided if minimum level is not met.
15. **Hardware/Software Requirements** - Contractor shall have the hardware and software required to satisfy requirements stated under this Scope of Work. Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) used in the performance of this contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this contract.
16. **Progress Reports** – For Safety Training Consulting, Contractor shall submit written progress / completion report(s), including but not limited to a description of work performed, accomplishments based on deliverables, problem identification and resolution. The Eligible Agencies shall have the final approval of report content, frequency of reporting, and report submission deadlines.
17. **Participant Report/Record** – Upon completion of the course(s), Contractor shall provide a copy of the participants' roster to the Eligible Agencies. This is to provide the participant credit for attending the training in the State's electronic personnel system. Contractor shall use a Microsoft excel format, as depicted in Exhibit 2.

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18. Additional Training – During the Term of this Contract, additional safety training requirements may be added to the Scope of Work as safety standards change or as needs change. Any additions to safety training subject matter shall be performed by a Contract Amendment.

(End of Section)

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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.

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- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 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 Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five 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.



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State of Arizona
State Procurement Office
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- 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 non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. **Federal Immigration and Nationality Act.** The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.
- 3.10. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.



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3.11. Offshore Performance of Work Prohibited.

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

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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

4.3. Applicable Taxes.

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 to 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 I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

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

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

4.5.1. Accept a decrease in price offered by the Contractor;

4.5.2. Cancel the Contract; or

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



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of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

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



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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 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



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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 license 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.

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.

7.6.3 Records (tbd RM)

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

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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 two (2) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon 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



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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

- 10.1. 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

- 11.1. 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

- 12.1. 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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1. CONTRACT

The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended and the proposal submitted by the Contractor. 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 requirement 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 bid. In all other matters not affected by the written clarification, if any, the solicitation shall govern. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

2. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations as defined in A.R.S. § 41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

3. CONTRACT ADMINISTRATION

- a. **Contract Term** - The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.
- b. **Contract Extension** - The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed Four (4) years.
- c. **Contract Type (Firm Fixed Price)** - The contract shall be a firm fixed price, indefinite quantity.
- d. **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.
- e. **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 or the Contractor shall produce a legible copy of any or all such records. Contractor shall transfer all "records" to the State upon cancelation of this contract by either party or at the end of the contract retention period as described above.

4. ADMINISTRATIVE FEE/USAGE

- a. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already



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included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.

- b. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.
- c. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- d. Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.
- e. The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

Arizona Department of Administration
State Procurement Office
Attention: Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
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- f. The submission schedule for Administrative Fees and Usage reports shall be as follows:

July through September (FY Q1) – Due October 31
October through December (FY Q2) – Due January 31
January through March (FY Q3) – Due by April 30
April through June (FY Q4) – Due by July 31
- g. Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.
- h. **Usage Report** - The Contractor shall furnish the State a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage reports shall be due at the end of each Quarter and are to be furnished to the contract officer of record no later than 15 days after the end of Quarter as follows:

First Quarter = January 1 – March 31
Second Quarter = April 1 – June 30
Third Quarter = July 1 – September 30
Fourth Quarter = October 1 – December 31



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5. **ESTIMATED QUANTITIES (Considerable)** - The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

6. **NOTICE OF DEFAULT** - The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

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

7. DIVERSITY

a. **Americans with Disabilities Act of 1990** The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

b. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

8. CONTRACTOR PERSONNEL –

During the course of the contract, the State reserves the right to require the Contractor to reassign or otherwise remove any Contractor employees found unacceptable by the State.

The State reserves the right to approve in advance in writing, any changes to the Contractor personnel specified in the Contractor's proposal. The State will not unreasonably exercise the rights reserved under this paragraph.

a. **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;



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- b. **Contractor's Other Contract Responsibilities** - Furnish all necessary labor, tools, equipment, vehicles, supplies, and traffic control services and devices as needed to effectively perform the services as specified in this contract;
- c. **Contractor Selection and Assignments** - The State makes no guarantee as to the amount of work to be assigned to any Contractor and may exercise its option not to utilize the services requested herein. The State is under no financial obligation to any selected Contractor unless the State issues a Purchase Order for a specific assignment;
- d. **Code of Conduct** - The Contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acted on behalf of the State without appropriate authorization; c) provided favorable or unfavorable treatment to anyone; d) made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State;
- e. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement; E-Verify Requirement.**
The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contracts. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty.
- f. **Removal of Contractor's Employees** - The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The State may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State;
9. **CONFLICT OF INTEREST** - The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract;
10. **INDEPENDENT CONTRACTOR** - This contract is for the Contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The Contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his normal course of business.
11. **TRAVEL** - The Contractor shall be expected to have their personnel provide their own transportation to and from the location of service. Eligible travel costs shall be allowable on each assignment where the assignment location is greater than 50 miles from the personnel's primary place of business or last work assignment, as agreed to in advance by the Contractor and requesting Agency. When requested, in writing, from the Eligible Agency to perform work that requires overnight accommodations, the eligible 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 may be located at <http://www.gao.az.gov/>

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12. ACCURACY OF WORK - The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

13. ORDERING / BILLING – 1. For the purposes of this contract, contract release order/purchase orders are those that are issued by an eligible agency any of the following forms:

Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.

Use of such systems shall be at the sole at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.

Electronically through State's or eligible agencies p-card program.

a. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for the State to order and the Contractor to deliver the material and /or service;

Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor;

b. All billing notices or invoices shall be sent to the Eligible Agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information:

- i. Name and address of the Contractor;
- ii. Both the contract number and contract release/purchase order number;
- iii. The Contractors federal tax identification number;
- iv. The Contractor's remittance address;
- v. A description of the goods or services provided;
- vi. Quantity and delivery/service timeframe;
- vii. Itemized (if applicable) description of charges and total invoice pricing.

14. STATEWIDE REQUIREMENTS CONTRACT

This is a Statewide Requirements Contract intended for use by all Eligible Agencies for the services specified and effective for the period stated. Performance under this Contract shall be administered by the State Procurement Office. A written task order or purchases order, authorized by the State Procurement Office is required prior to commencement of any task under this Contract.

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15. FEES/INVOICING

- a. Contractor fees must contain all direct and indirect costs including, but not limited to overhead, wages, fee or profit, clerical support, portal to portal travel expenses. *Time spent in traveling to and from the work site or employee's normal work station shall not be billed to the State.*
- b. The State does not guarantee any minimum or maximum fee during the period of this contract, and the Contractor, in accepting this contract, does not anticipate any minimum or maximum fee.
- c. The Contractor shall provide back-up documentation with each invoice. The back-up documentation shall clearly indicate the fee descriptions and calculations for the invoice.

16. DISCOUNT RATES

The contractor(s) shall disclose and honor all applicable discount rates contained herein (i.e. discount from list price, electronic ordering systems, annual volume discount program, Single bulk purchase, State of Arizona purchasing card 'P-Card' Program, special educational and prompt payment discounts). Disclosure shall, at a minimum be done using the following methods:

- a. Prominently displayed on electronic media supplied by the contractor and approved by the State;
- b. Prominently displayed on all written price communications, order confirmations and invoice activities;
- c. Disclosed during all verbal correspondence with an eligible ordering agency.

Failure to disclose and honor all applicable discount rates to eligible ordering agencies may result in contract cancellation or any other remedy available by law, inclusive of the issuing of credits or refunds to all affected agencies.

- 17. PRICE INCREASE** - The Contractor shall submit a request for a rate increase a minimum of 90 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

18. INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.



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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.

19. **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.

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

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

Policy shall include bodily injury, property damage, personal and advertising 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
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: ***“The State of Arizona, and its departments, agencies, boards, commissions, universities, 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.”*** 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.

b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

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

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

a. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: ***“The State of Arizona, and its departments, agencies, boards, commissions, universities, 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.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in



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excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

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

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

4. Professional Liability (Including Technology 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.

The policy shall cover professional misconduct or negligent acts for those positions and/or services defined in the Scope of Work of this contract, including but not limited to network security, privacy and data breach liability.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, and its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **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 the Department and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of



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Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. 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 an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- F. 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 coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the 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.

- H. 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.

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

- 21. FINANCIAL STABILITY** - The Agency must be notified in writing of any substantial change in the Offeror's financial condition during the term of the Contract. Failure to notify the State Procurement Officer of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.

- 22. NOTICES** - All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called 'Notices'), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

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If intended for the State, to:

Department of Administration
 State Procurement Officer
 Attention: Procurement Officer
 100 N 15th Avenue, Suite 201
 Phoenix, Arizona 85007

23. ORGANIZATION-EMPLOYMENT DISCLAIMER

- a. The contract is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the contract.
- b. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the contract are considered to be State employees, and that no right of State civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the State harmless with respect thereto.

24. RELATIONSHIP WITH OTHERS - The Contractor shall cooperate fully with the State, the Arizona counties, municipalities and local government officials, and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, discussion, and hearings, as may be required; presentation of data, as may be requested from time to time by the State to effect such cooperation; and compliance with all directives issued by the State.

25. SECURITY

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

26. SUBCONTRACTORS

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, 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. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

27. SUSPENSION OF WORK

The State shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices.

(End of Section)



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1. Definition of Terms

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

1. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. "Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
3. "Contract" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
4. "Contract Amendment" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
5. "Contractor" means any person who has a Contract with a state governmental unit.
6. "Day" means calendar days unless otherwise specified.
7. "eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
8. "Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
9. "Offer" means a response to a solicitation.
10. "Offeror" means a person who responds to a Solicitation.
11. "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
12. "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.
13. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
14. "Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.
15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
16. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.



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2. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
3. Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

1. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
2. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate



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and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.

3. **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 3.1. **Invitation for Bids.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.2. **Request for Proposals.** All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
4. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
5. **Cost of Offer Preparation.** The State will not reimburse any Offeror the cost of responding to a Solicitation.
6. **Federal Excise Tax.** The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
7. **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
 - 7.1 **Employee Identification.** Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
8. **Identification of Taxes in Offer.** The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
9. **Disclosure.** If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
10. **Delivery.** Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).



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11. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State 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. Offerors shall declare all anticipated offshore services in the Offer.

4. Submission of Offer

1. Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
2. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
3. Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
4. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
5. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
6. Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.



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7. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

7.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

7.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.

4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

6. Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.

7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

7.1 Waive any minor informality;

7.2. Reject any and all Offers or portions thereof; or

7.3 Cancel the Solicitation.

6. Award

1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.

2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in



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writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

3. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

1. The name, address, email address and telephone number of the interested party;
2. The signature of the interested party or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors 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.

(End of Section)



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1. PRE-OFFER CONFERENCE:

- 1.1 A Pre-Offer Conference will be held on ~~April 3, 2014, 1:30 PM, MST~~ **located at 100 N. 15th Ave., in ADOA 1ST FLOOR Conference Room**; attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available. All ADOA visitors are now required to obtain a visitor's badge. Please bring a valid ID to the badging office upon arrival, and arrive a few minutes early in case there is a line.
- 1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.
- 1.3 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2. INQUIRIES:

1. **ProcureAZ Website Inquiries** – Potential Offeror(s) with questions regarding the web based program ProcureAZ should contact the ProcureAZ Helpdesk at 602-542-7600 during regular business hours, or by email to Procure@azdoa.gov allowing sufficient time to resolve issues prior to the solicitations due date and time.
2. Questions on the RFP or its content - Any question related to this RFP shall be submitted through ProcureAZ utilizing the Q&A tab.
3. Offeror's shall not contract the employees of any State concerning this procurement while the solicitation and evaluation are in progress.

3. SUSPENSION OR DEBARMENT CERTIFICATION

By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

4. PREPARATION OF PROPOSAL:

- 4.1 **OFFER AND ACCEPTANCE:** Offers shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically with the submitted bid no later than the Offer due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the offer.
- 4.2 **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:** Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.



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4.3 **OFFER FORMS:** Offers shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offer Form Instructions may result in rejection of Offer.

4.3.1 Offer and Acceptance Form (completed and signed)

4.3.2 Attachment I – Safety Training Services Price Sheet

4.4 **PRICE SUBMISSION:**

4.4.1 **Attachment I – Safety Training Price Sheet.** Offeror shall complete Attachment I – Safety Training Price Sheet (spreadsheet) and provide all requested information according to the instructions found therein. Payments will be made for the appropriate rate and/or other costs, fees or taxes provided for in accordance to Contract and documented with **Attachment I – Safety Training Price Sheet.**

4.4.2 **Bid versus No Bid – Electronic System Requirement.** To ensure Offeror's bid is accepted, Offeror's must enter one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, as zero (0) will be considered a no-bid by the system. Call the Help Desk for assistance 602-542-7600.

4.5 **ELECTRONIC DOCUMENTS:** This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offeror's, Offeror's are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.

4.6 **ATTACHMENT FORMATS:** All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc or .docx (Microsoft Word document), .xls or .xlsx (Microsoft Excel spreadsheet), .ppt or pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat portable document format). Prospective Offeror(s) that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

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

4.8 **CONTRACT PAYMENT TERMS:** Offeror's must indicate the prompt payment terms that they will offer to the State (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, Offeror's payment terms shall comply with the requirements A.R.S. Titles 35 and 41, Net 30 days.

5. **SUBMISSION OF PROPOSAL:**

5.1 **OFFERORS RESPONSIBILITY:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure by the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal. Note: Submission in ProcureAZ may require technical skills by the Offeror and assistance is available at the ProcureAZ Help Desk at <https://procure.az.gov> or 602-542-7600.

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- 5.2 **OFFER SUBMISSION, DUE DATE: 04/22/2014, TIME: 03:00:00 PM** With regards to Uniform Instructions, Section 4 "Submission of Offer", Item 1 "Sealed Envelope or Package"; offers in response to this solicitation shall be submitted within the State's e-Procurement system, **ProcureAZ** (<https://procure.az.gov>).

Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the PROCUREAZ Help Desk (procure@azdoa.gov or 602-542-7600).

- 5.3 **RESPONSIBILITY, RESPONSIVENESS AND ACCEPTABILITY:** In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312, and A.A.C. R2-7-316 the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well as the proposal's responsiveness and susceptibility for contract award.

- 1) Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 2) Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- 3) Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
 - 3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 4) Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 5) Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 6) Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 7) Whether the Offer limits the rights of the State;
- 8) Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as the reasonableness of a condition;



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- 9) Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 10) Whether the Offeror provides misleading or inaccurate information.

6. PROPOSAL EVALUATION AND REVIEW:

- 6.1 **OPENING:** Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 6.2 **EVALUATION:** In accordance with the Arizona Procurement Code 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section C.4, will impact an Offeror's susceptibility for award.

- a) Method of Approach
- b) Capacity of Offeror
- c) Cost

6.2.1 QUESTIONNAIRE SECTION: Offeror(s) shall complete the entire questionnaire section of the Request for Proposal. The Offeror(s) responses shall be in the form of a written narrative demonstrating the Offeror's ability to satisfy the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, if any, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

- Prepare a response to each item that demonstrates Offeror's ability to satisfy the items outlined in the Statement of Work. Responses shall be designed to convince the State that the Offeror's approach and capacity are realistic, attainable, and appropriate to the needs of this solicitation.
- When an item asks you 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. Use straightforward language limited to facts, solutions to problems, and plans of proposed action. Limit the use of technical language to describing technical processes.

ITEMS: The Offeror shall provide the following information to support their firm's qualifications to perform the required work:

6.2.2 METHOD OF APPROACH:

- 6.2.2.1 Clearly state your understanding of the Scope of Work and the acceptance of all Requirements, noting any exceptions.
- 6.2.2.2 Describe your firm's training/continuing education program for employees and subcontractors.
- 6.2.2.3 Describe how employed trainers obtain their certifications and by what organization(s).



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6.2.2.4 Describe their approach, or processes used in assessing and identifying:

- a) Safety training needs in an organization where a training program does not exist;
- b) Safety training gaps in established training programs.;

6.2.2.5 Explain the methodology used to test and hire qualified safety trainers. Describe any skill assessment your firm performs. Describe how your firm determines proficiency at the time of hiring or subcontracting.

6.2.2.6 Provide three (3) clear examples that clearly demonstrate Offeror's experience in successfully providing safety consulting services and trainings, projects or programs and depicts a clear understanding of the Scope of Work herein.

6.2.2.7 Describe their approach to providing each of the delivery formats and the applicable materials available for each of those delivery formats.

6.2.3 CAPACITY OF OFFEROR:

6.2.3.1 Submit copies of all applicable certificates and licenses that can support Offeror's ability to provide safety training services.

6.2.3.2 Outline their capacity to provide the requested services Statewide.

6.2.3.3 Provide address of the Offeror's main office and any satellite offices.

6.2.3.4 Provide an organizational chart, which clearly shows the reporting and lines of authority, to include all proposed key personnel and any proposed subcontractors. The organizational chart shall also list prime point of contact between the Proposers and the State of Arizona.

6.2.3.5 Supplemental to the Subcontractor provision in the Uniform Instructions, Offeror's shall include with their list of proposed subcontractors:

- Contact information;
- Certifications required for the performance of the Contract; and
- Subcontractor's proposed description of Services and responsibilities to be provided under the Offeror's proposal.

6.2.3.6 List three (3) current contracts, including contact information, dollar amount of contract, services provided, and any contract non-performance issues in the appropriate area of the solicitation. In-state and/or government contracts are preferred.

6.2.3.7 Group Size Limits –Provide the established minimum and maximum class or group sizes critical to the learning success of the participant(s).

6.2.3.8 Financial Stability/Debarment/Litigation. Submit a statement addressing each of the following statements (Answer N/A if none apply).

- a) In the last ten (10) years, has the Offeror filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors? If so, provide an explanation including relevant details.



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- b) If there any pending Securities Exchange Commission investigations involving the Offeror. If such are pending or in progress, provide an explanation and include any relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.
- c) Provide any documentation of all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services.

6.2.4 COST: Provide pricing for Safety Training Services Statewide in accordance with all specifications in the Scope of Work, Terms and Conditions and Special Terms and Conditions for the entire term of this contract.

PRICE SHEETS:

- a) All pricing shall be shown in figures on the Safety Training Price Sheet (**Attachment I**). **The spreadsheet is found in Attachments section of ProcureAZ**

Pricing submission: Offeror's shall complete the spreadsheet and submit with the title of "**Attachment I – Safety Training Price Sheet**". Submitted pricing shall include all requested information according to the instructions. Submission of the spreadsheet may be in either (.xls) or (.xlsx) formats.

- b) **ProcureAZ Electronic System Requirement for Pricing:**

To ensure Offeror submits a valid bid, Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, **as a zero (0) will be considered a NO-BID by the system.**

For assistance call the ProcureAZ Help Desk: 602-542-7600

6.2.5 PRIOR EXPERIENCE: Offeror(s) to list no more than three (3) contracts including contact information, dollar amount of contract, length of contract, services performed, and any contract non-performance issues in the appropriate area of the solicitation. In-state and/or government contract experience is preferred.

6.2.6 PROPOSAL CONTENT: The Offeror must make a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the scope of work portion of this document and information relevant to the designated evaluation criteria as stated herein. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

6.2.7 CLARIFICATIONS: Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offeror's the opportunity to alter or change its proposal.

6.2.8 DISCUSSIONS: In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offeror(s) who submit proposals determined by the State to be reasonably susceptible of being selected for award.



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6.2.9 FINAL PROPOSAL REVISIONS: If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

7. GENERAL CONSIDERATIONS:

- 7.1 **ELIGIBLE AGENCIES (STATEWIDE):** Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions, boards and other eligible agencies. Refer to Special Terms and Conditions, Section 2.
- 7.2 **ESTIMATED QUANTITIES:** The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the Contractor.
- 7.3 **SECURITY CLEARANCE:** A security clearance may be required of the Contractor and of all employees of the Contractor or subsidiaries as designated by the using agency.

8. CONTRACT AWARD

The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible Offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and sub factors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the Offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchange with Offeror(s) after receipt of a proposal does not constitute a rejection of counteroffer by the State.



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Safety Training Course Listing

(Contractor shall be able to provide a variety of training courses from the list below at the levels specified in the Scope of Work, Section 11)

Course Subject/Title	Minimum Contractor Requirements as applicable
Aerial lift	▪ 29CFR1910.66 through 68 (Subpart F), 29CFR1926.453
Automated External Defibrillator (AED)	▪ Per manufacturer specifications
Basic First Aid	▪ Provide initial and a refresher training ▪ Shall include a Workshop ▪ Shall be an American Safety and Health Institute (ASHI) or equivalent qualified instructor
Blood Borne Pathogens (BBP) Annual Training	▪ 29CFR1910.1030
Chain Saw Operator Training	▪ National Wildfire Coordinating Group (NWCG) S212. Qualified instructor.
Confined Space Entry	▪ Regulatory reference 29CFR1910.146 ▪ Must include an entry exercise in spaces similar to those students encounter.
CPR (non-law enforcement)	▪ Provide initial and a refresher training ▪ Shall include a Workshop ▪ Shall be an American Safety and Health Institute (ASHI) or equivalent qualified instructor
Crane Operator	▪ 29CFR1926.1400-1442, 29CFR1926.551 through .556 & .1400 through.1500
Slings and Rigging	▪ Regulatory References 29CFR1910.184, 29CFR1926.251
Crane Signaling	▪ Regulatory Reference 29CFR1926.201
Heat Illness Prevention	▪ See class level
HazWoper 40 – hour	▪ Regulatory reference 29CFR1910.120
HazWoper Refresher 8 – hour	▪ Regulatory reference 29CFR1910.120
Hazardous Materials Transportation	▪ Regulatory reference 49CFR262, 49CFR172.704 ▪ Shall be able to develop or provide a 16 hour course
Hazardous Materials Transportation Refresher	▪ Regulatory reference 49CFR172.704 (C) (2) ▪ Shall be able to develop or provide a 8 hour course
Hazard Communication /Global Harmonized System	▪ Regulatory References 29CFR1910.1200
Ionizing Radiation	▪ Regulatory Reference 29CFR19126.53
Non-Ionizing Radiation	▪ Regulatory References 29CFR19126.54
Electrical Arc Flash	▪ National Fire Protection Association (NFPA) 70E, 29CFR1910, Subpart S
Electrical Safety Related Work Practices	▪ Regulatory References 29CFR1910.332-333 - NFPA70 (National Fire Protection Association)
The Control of Hazardous Energy (Lockout / Tagout)	▪ Regulatory Reference 29CFR191.147
Resource Conservation and Recovery Act (RCRA)	▪ Regulatory Reference 40CFR265.16



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RCRA Annual Refresher	▪ Regulatory Reference 49CFR265.16
Maintenance Welding – Hot Work	▪ Regulatory Reference 29CFR1910.252 and 29CFR1926.352
Fall Protection Construction	▪ Regulatory Reference 29CFR1926.500
Forklift Operator (Powered industrial Trucks)	▪ Regulatory Reference 29CFR1910.178 ▪ Shall have completed the ADOSH Train the Trainer course for powered industrial trucks.
Excavation Trenching and Shoring – Competent Person	▪ Regulatory Reference 29CFR1926.650-652
Excavation and Trenching	▪ Regulatory Reference 29CFR1926.650-652 + Appendices
Introduction to OSHA	▪ As applicable
OSHA 10-hour (Construction)	▪ As applicable
OSHA 30-hour (Construction)	▪ As applicable
Mine Safety and Health Administration (MSHA)	▪ As applicable
Occupational Noise Exposure	▪ Regulatory Reference 29CFR1910.95
Slip, Trip, and Fall Prevention	▪ Regulatory Reference 29 CFR 1910 Subpart D – Walking-Working Surfaces, Subpart E and Subpart J
Ladder / Stairway Safety	▪ Regulatory Reference 29CFR1926.1050 through .1060
Scaffolding	▪ Regulatory Reference 29CFR1926.451 through 454
Helicopters	▪ Regulatory Reference 29CFR1926.551, 29CFR1910.183
Personal Protective Equipment	▪ Regulatory Reference 29CFR1910.132
Respiratory Protection Awareness	▪ Regulatory Reference 29CFR1910.134
Exposure to Hazardous Chemicals in Laboratories standard	▪ Regulatory Reference 29 CFR 1910.1450
Mental Health First Aid	▪ MHFA certified instructors

(End of Section)

**ADSP014 - 00003611 - SAFETY TRAINING PRICE SHEET
(MUST BE SUBMITTED PER INSTRUCTIONS OF THE SOLICITATION, Section 6.2.4) - MentorSource Revised**

Course Title / Program / Course Title and Description	Course Level / Description / Scope of Work / Section	Description of Materials Included (per participant)	Level of Instruction (hours per course)	Method of Delivery (Basic (in person), applicable course) (Onsite, State Facility, Self-Contractor, Hybrid, CBT, E-Learning, etc.) (Train the Trainer, etc.)	Course Fee (per student)	Class Size (maximum number of students)	Material Cost (per student)	Additional Fees (if any)	Class Minimum / Maximum
Accident Investigation and Incident Management	100, 400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$1,350	\$5		Class minimum is 7 students. Class Maximum is 20 students.
Accident Investigation and Incident Management	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200		Class maximum is 6 students. Students 2-6 pay Material Cost only.
Aerial Lift	400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$1,350	\$5		Class minimum is 7 students. Class Maximum is 20 students.
Aerial Lift	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200		Class maximum is 6 students. Students 2-6 pay Material Cost only.
Asbestos Awareness	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5		Class minimum is 9 students. Class maximum size is 20 students.
Asbestos Cement Pipe Handling	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5		Class minimum is 9 students. Class maximum size is 20 students.
Asbestos Cement Pipe Handling	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200		Class maximum is 6 students. Students 2-6 pay Material Cost only.
Automated External Defibrillator (AED)	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5		Class minimum is 9 students. Class maximum size is 20 students.
Backhoes, Front-end Loaders, Dump Trucks, Skid Loaders	100, 400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	NA	\$5		Class minimum is 10 students; maximum number of students depends on pieces of equipment available.
Bees, Stings, and Medical Waste	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5		Class minimum is 9 students. Class maximum size is 20 students.
Bees, Stings, and Medical Waste	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200		Class maximum is 6 students. Students 2-6 pay Material Cost only.
Bloodborne Pathogens	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5		Class minimum is 9 students. Class maximum size is 20 students.
Bloodborne Pathogens	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200		Class maximum is 6 students. Students 2-6 pay Material Cost only.
Chainsaw Safety	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5		Class minimum is 9 students. Class maximum size is 20 students.
Chainsaw Safety	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200		Class maximum is 6 students. Students 2-6 pay Material Cost only.
Chlorine Safety	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5		Class minimum is 9 students. Class maximum size is 20 students.
Chlorine Safety	200	Train-the-Trainer Kit included	8	SF, CF, CBT, E-Learning	\$995	NA	\$200		Class maximum is 6 students. Students 2-6 pay Material Cost only.
Chlorine Safety & Emergency Response	100, 400	Student Manual	8	SF, CF	\$195	\$1,350	\$5		Class minimum is 7 students. Class Maximum is 20 students.

INSERT ADDITIONAL ROWS AS NEEDED.

**ADSP014 - 00003611 - SAFETY TRAINING PRICE SHEET
(MUST BE SUBMITTED PER INSTRUCTIONS OF THE SOLICITATION, Section 6.2.4) - MentorSource Revised**

Course Level (SE, SF, CF, CBT, E-Learning)	Course Description	Quantity	Material/Kit Included	Trainer/Instructor	Method of Delivery	Course Fee	Material Cost	Per Student Fee	Class Size	Material Cost
SE, SF, CF, CBT, E-Learning	Chlorine Safety & Emergency Response	200	Train-the-Trainer Kit Included	8	SF, CF, CBT, E-Learning	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF	Commercial Motor Vehicle CDL Refresher	100,400	Student Manual	8	SF, CF	\$195	\$5	\$1,350	Class minimum is 7 students. Class Maximum is 20 students.	\$120
SF, CF, CBT, E-Learning	Commercial Motor Vehicle CDL Refresher	200	Train-the-Trainer Kit Included	8	SF, CF, CBT, E-Learning	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF, CBT, E-Learning	Confined Space Entry	100,400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$5	\$1,350	Class minimum is 7 students. Class Maximum is 20 students.	\$120
SF, CF	Confined Space Entry	200	Train-the-Trainer Kit Included	8	SF, CF	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF, CBT, E-Learning	CPR, First Aid and AED- American Heart Institute	100,400	Student Manual	7	SF, CF, CBT, E-Learning	\$195	\$25	\$1,350	Class minimum is 7 students. Class Maximum is 12 students.	\$120
SF, CF	CPR, First Aid and AED- American Heart Institute	200	Train-the-Trainer Kit Included	8	SF, CF	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF, CBT, E-Learning	CPR, Advanced First Aid and AED	100,400	Student Manual	16	SF, CF, CBT, E-Learning	\$390	\$10	\$2,700	Class minimum is 7 students. Class Maximum is 20 students.	\$120
SF, CF	CPR, Advanced First Aid and AED	200	Train-the-Trainer Kit Included	8	SF, CF	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF, CBT, E-Learning	Crane Signaling	100,400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$5	\$850	Class minimum is 9 students. Class maximum size is 20 students.	\$120
SF, CF, CBT, E-Learning	Electrical Arc Flash	100,400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$5	\$1,350	Class minimum is 7 students. Class Maximum is 20 students.	\$120
SF, CF	Electrical Arc Flash	200	Train-the-Trainer Kit Included	8	SF, CF	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF, CBT, E-Learning	Electrical Safety Related Work Practices	100,400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$5	\$1,350	Class minimum is 7 students. Class Maximum is 20 students.	\$120
SF, CF	Electrical Safety Related Work Practices	200	Train-the-Trainer Kit Included	8	SF, CF	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF, CBT, E-Learning	Excavation Trenching and Shoring - Competent Person	100,400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$5	\$1,350	Class minimum is 7 students. Class Maximum is 20 students.	\$120
SF, CF	Excavation Trenching and Shoring - Competent Person	200	Train-the-Trainer Kit Included	8	SF, CF	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF, CBT, E-Learning	Excavation and Trenching	100,400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$5	\$1,350	Class minimum is 7 students. Class Maximum is 20 students.	\$120
SF, CF	Excavation and Trenching	200	Train-the-Trainer Kit Included	8	SF, CF	\$995	\$200	NA	Class maximum is 6 students. Students 2-6 pay Material Cost only.	\$120
SF, CF, CBT, E-Learning	Fall Protection	100,400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$5	\$1,350	Class minimum is 7 students. Class Maximum is 20 students.	\$120

**ADSP014 - 00003611 - SAFETY TRAINING PRICE SHEET
(MUST BE SUBMITTED PER INSTRUCTIONS OF THE SOLICITATION, Section 6.2.4) - MentorSource Revised**

Course Title	Course Description	Course Length (Hours)	Instruction Method	Materials (Included/Excluded)	Delivery Method	Course Fee	Material Fee	Additional Discount
Hearing Protection and Conservation	200 Train-the-Trainer Kit included	4	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$695	\$100	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Heat Stress Prevention	100,400 Student Manual	4	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$95	\$5	Class minimum is 9 students. Class maximum size is 20 students.
Heat Stress Prevention	200 Train-the-Trainer Kit included	4	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$695	\$100	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Hospitality Industry Related Safety	100,400 Student Manual	8	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$195	\$5	Class minimum is 7 students. Class Maximum is 20 students.
Hospitality Industry Related Safety	200 Train-the-Trainer Kit included	8	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$995	\$200	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Insects & Dangerous Flora & Fauna	100,400 Student Manual	4	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$95	\$5	Class minimum is 9 students. Class maximum size is 20 students.
Insects & Dangerous Flora & Fauna	200 Train-the-Trainer Kit included	4	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$695	\$100	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Laboratory Safety - Chemical Hygiene Plan	100,400 Student Manual	4	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$95	\$5	Class minimum is 9 students. Class maximum size is 20 students.
Laboratory Safety - Chemical Hygiene Plan	200 Train-the-Trainer Kit included	8	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$995	\$200	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Ladder / Stairway Safety	100,400 Student Manual	4	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$95	\$5	Class minimum is 9 students. Class maximum size is 20 students.
Ladder / Stairway Safety	200 Train-the-Trainer Kit included	4	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$695	\$100	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Lockout/Tagout	100,400 Student Manual	4	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$95	\$5	Class minimum is 9 students. Class maximum size is 20 students.
Lockout/Tagout	200 Train-the-Trainer Kit included	8	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$995	\$200	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Lone Worker	100,400 Student Manual	4	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$95	\$5	Class minimum is 9 students. Class maximum size is 20 students.
Lone Worker	200 Train-the-Trainer Kit included	8	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$995	\$200	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Machine Guarding	100,400 Student Manual	4	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$95	\$5	Class minimum is 9 students. Class maximum size is 20 students.
Machine Guarding	200 Train-the-Trainer Kit included	8	SF, CF	Train-the-Trainer Kit included	Online (Self-Paced)	\$995	\$200	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Maintenance Welding - Hot Work	100,400 Student Manual	8	SF, CF, CBT, E-Learning	Student Manual	Online (Self-Paced)	\$195	\$5	Class minimum is 7 students. Class Maximum is 20 students.
MSHA 30 CFR - Annual Refresher	100,400 Student Manual	8	SF, CF, E-Learning	Student Manual	Online (Self-Paced)	\$150	\$5	Class minimum is 7 students. Class Maximum is 20 students.

**ADSP014 - 00003611 - SAFETY TRAINING PRICE SHEET
(MUST BE SUBMITTED PER INSTRUCTIONS OF THE SOLICITATION, Section 6.2.4) - MentorSource Revised**

6.10.14 Program/Course Title and Description	Course Level/Description/Scope of Work Section 6.1.1	Description of Materials Included (per participant)	Length of Instruction (Hours per course)	Method of Delivery (List all that apply to applicable course) (On-site, State Facility, Self, Contractor Facility, CE, Contracting, eLearning, E-Learning, CE, Training, Trainer, FB, etc.)	Course Rate per each student	Course Rate for 10 or more students	Material Cost per student	Safety Training Consulting (Hourly Rate)	Additional Discount
MSHA 30 CFR - Training of New Surface Miners	100/400	Student Manual	24	SF, CF, CBT, E-Learning	\$975	\$3,500	\$5	\$120	Class minimum is 7 students. Class Maximum is 20 students.
OSHA 10-Hour General Industry Safety Course	100/400	Student Manual	10	SF, CF, CBT, E-Learning	\$280	\$2,100	\$10	\$120	Class minimum is 8 students. Class Maximum is 20 students.
OSHA 30-Hour General Industry Safety Course	100/400	Student Manual	30	SF, CF, CBT, E-Learning	\$550	\$5,250	\$10	\$120	Class minimum is 9 students. Class Maximum is 20 students.
Personal Protective Equipment	100/400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Personal Protective Equipment	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Resource Conservation and Recovery Act (RCRA)	100/400	Student Manual	16	SF, CF, CBT, E-Learning	\$390	\$2,700	\$15	\$120	Class minimum is 7 students. Class Maximum is 20 students.
Resource Conservation and Recovery Act (RCRA)	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
RCRA Annual Refresher	100/400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$1,350	\$5	\$120	Class minimum is 7 students. Class Maximum is 20 students.
RCRA Annual Refresher	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$100	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Respiratory Protection Training	100/400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$1,350	\$5	\$120	Class minimum is 7 students. Class Maximum is 20 students.
Respiratory Protection Training	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Scaffolding	100/400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Scaffolding	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Slips, Trips, Falls	100/400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Slips, Trips, Falls	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Temporary Traffic Control	100/400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Temporary Traffic Control	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Temporary Traffic Control	100/400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Temporary Traffic Control	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Tool Safety Training - Hand and Power Tools	100/400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Tool Safety Training - Hand and Power Tools	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.

**ADSP014 - 00003611 - SAFETY TRAINING PRICE SHEET
(MUST BE SUBMITTED PER INSTRUCTIONS OF THE SOLICITATION, Section 6.2.4) - MentorSource Revised**

6-107.4 Program / Course Title and Description	Course Level / Description / Scope of Work / Security	Length of Instruction (Hours, Weeks, or Course)	Method of Delivery (List in applicability to applicable course) (On-site, Self-Directed, E-Learning, Computer Based training, E-Training, etc.) (Train the Trainer, etc.)	Confiscate (per each student)	Course Rate (per 1000 students)	Material Cost (per student)	Classroom / Facility / Other	Additional Discount
Workplace Violence Prevention	100/400 Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5		Class minimum is 9 students. Class maximum size is 20 students.
Workplace Violence Prevention	200 Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200		Class maximum is 6 students. Students 2-6 pay Material Cost only.

**** See Section 13 of the Scope of Work, Training Consulting Services**

*** Instructor monitoring in a live class - \$170 each**

***** To purchase class materials only, see Method of Approach.**



Contract Amendment

Contract No.: ADSP014-074363

PAGE
1 OF 1

Amendment No.: One

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

CONTRACTOR:

Mentorsource Training Corporation
1122 S. Greenfield Road
Mesa, AZ 85206

CONTACT: Joan Monroe
PHONE: (480)649-2851
EMAIL: joanm@workplacesafety specialists.com

STATE AGENCY:

AZ Department of Administration
State Procurement Office

100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Connie Schneider
PHONE: (602) 542-9190
EMAIL: Connie.Schneider@azdoa.gov

Safety Training Services

In accordance with the Scope of Work, Paragraph 18, Additional Training, the attached Exhibit I of the contract is hereby amended as follows:

Course Subject/Title
HAZ-MAT Transportation Awareness

Minimum Contractor Requirement
49 CFR Part 172 Subpart H

All other Terms and Conditions of the Contract remain unchanged.

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.

Joan Monroe 7/23/14
Signature Date

Connie Schneider 7/24/14
Signature Date

Joan Monroe
Operations Mgr.
Printed/Typed Name and Title

Connie Schneider, C.P.M.
Procurement Supervisor
Printed/Typed Name and Title



Exhibit 1

Contract No. ADSPO14-074363

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1

Description: Safety Training Services (Statewide)

OF
2

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

Safety Training Course Listing

(Contractor shall be able to provide a variety of training courses from the list below at the levels specified in the Scope of Work, Section 11)

Course Subject/Title	Minimum Contractor Requirements as applicable
Aerial lift	▪ 29CFR1910.66 through 68 (Subpart F), 29CFR1926.453
Automated External Defibrillator (AED)	▪ Per manufacturer specifications
Basic First Aid	▪ Provide initial and a refresher training ▪ Shall include a Workshop ▪ Shall be an American Safety and Health Institute (ASHI) or equivalent qualified instructor
Blood Borne Pathogens (BBP) Annual Training	▪ 29CFR1910.1030
Chain Saw Operator Training	▪ National Wildfire Coordinating Group (NWCG) S212. Qualified instructor.
Confined Space Entry	▪ Regulatory reference 29CFR1910.146 ▪ Must include an entry exercise in spaces similar to those students encounter.
CPR (non-law enforcement)	▪ Provide initial and a refresher training ▪ Shall include a Workshop ▪ Shall be an American Safety and Health Institute (ASHI) or equivalent qualified instructor
Crane Operator	▪ 29CFR1926.1400-1442, 29CFR1926.551 through .556 & .1400 through.1500
Slings and Rigging	▪ Regulatory References 29CFR1910.184, 29CFR1926.251
Crane Signaling	▪ Regulatory Reference 29CFR1926.201
Heat Illness Prevention	▪ See class level
HazWoper 40 – hour	▪ Regulatory reference 29CFR1910.120
HazWoper Refresher 8 – hour	▪ Regulatory reference 29CFR1910.120
Hazardous Materials Transportation	▪ Regulatory reference 49CFR262, 49CFR172.704 ▪ Shall be able to develop or provide a 16 hour course
Hazardous Materials Transportation Refresher	▪ Regulatory reference 49CFR172.704 (C) (2) ▪ Shall be able to develop or provide a 8 hour course
Hazard Communication /Global Harmonized System	▪ Regulatory References 29CFR1910.1200
Ionizing Radiation	▪ Regulatory Reference 29CFR19126.53
Non-ionizing Radiation	▪ Regulatory References 29CFR19126.54
Electrical Arc Flash	▪ National Fire Protection Association (NFPA) 70E, 29CFR1910, Subpart S
Electrical Safety Related Work Practices	▪ Regulatory References 29CFR1910.332-333 - NFPA70 (National Fire Protection Association)
The Control of Hazardous Energy (Lockout / Tagout)	▪ Regulatory Reference 29CFR191.147
Resource Conservation and Recovery Act (RCRA)	▪ Regulatory Reference 40CFR265.16



Exhibit 1

Contract No. ADSPO14-074363

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Description: **Safety Training Services (Statewide)**

OF
2

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

RCRA Annual Refresher	▪ Regulatory Reference 49CFR265.16
Maintenance Welding – Hot Work	▪ Regulatory Reference 29CFR1910.252 and 29CFR1926.352
Fall Protection Construction	▪ Regulatory Reference 29CFR1926.500
Forklift Operator (Powered industrial Trucks)	▪ Regulatory Reference 29CFR1910.178 ▪ Shall have completed the ADOSH Train the Trainer course for powered industrial trucks.
Excavation Trenching and Shoring – Competent Person	▪ Regulatory Reference 29CFR1926.650-652
Excavation and Trenching	▪ Regulatory Reference 29CFR1926.650-652 + Appendices
Introduction to OSHA	▪ As applicable
OSHA 10-hour (Construction)	▪ As applicable
OSHA 30-hour (Construction)	▪ As applicable
Mine Safety and Health Administration (MSHA)	▪ As applicable
Occupational Noise Exposure	▪ Regulatory Reference 29CFR1910.95
Slip, Trip, and Fall Prevention	▪ Regulatory Reference 29 CFR 1910 Subpart D – Walking-Working Surfaces, Subpart E and Subpart J
Ladder / Stairway Safety	▪ Regulatory Reference 29CFR1926.1050 through .1060
Scaffolding	▪ Regulatory Reference 29CFR1926.451 through 454
Helicopters	▪ Regulatory Reference 29CFR1926.551, 29CFR1910.183
Personal Protective Equipment	▪ Regulatory Reference 29CFR1910.132
Respiratory Protection Awareness	▪ Regulatory Reference 29CFR1910.134
Exposure to Hazardous Chemicals in Laboratories standard	▪ Regulatory Reference 29 CFR 1910.1450
Mental Health First Aid	▪ MHFA certified instructors
HAZ-MAT Transportation Awareness	▪ Regulatory Reference 49 CFR Part 172 Subpart H – (Added with Contract Amendment 1)

(End of Section)



Contract Change Order Summary

Contract No.: ADSP014-074363

Change Order No.: 04

Date: March 26, 2015

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

SAFETY TRAINING SERVICES

1. In accordance with Uniform Terms and Conditions, Paragraph 5 Contract Changes, Item 5.1 Amendments, on Page 12 of 43, the aforementioned contract **Special Terms and Conditions, Paragraph 4, Administrative Fee/Usage is deleted in its entirety and is hereby changed as follows:**

4. ADMINISTRATIVE FEE/USAGE REPORTS

4.1 Administrative Fee.

- 4.1.1. The Statewide Contracts Administrative Fee shall be one percent (1.0%) of sales receipts under an active Statewide contract, ~~transacted by only the members of the State Purchasing Cooperative~~, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The Administrative Fee is not paid on transactions with state agency customers.
- 4.1.2. The State may expand or narrow the applicability of this fee at its option. The State shall provide thirty (30) days written notice prior to exercising or changing this option.

4.2 Method of Administrative Fee Assessment and Usage Reporting.

- 4.2.1 Contractor shall assess an Administrative Fee in the amount of one percent (1.0%) of sales receipts against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, nonprofit organizations, and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices.
- 4.2.2 An updated list of ~~State Purchasing Cooperative members~~ may be found at <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.
- 4.2.3 The Administrative Fee is the responsibility of the contractor. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 4.2.4 The Contractor shall furnish the state a quarterly Usage Report delineating the sales activity as governed by the contract. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. Sales to state agencies and the cooperative members are to be totaled separately.

The contractor summarizes all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions.
- Total sales receipts from members of the State Purchasing Cooperative.



Contract Change Order Summary

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

Contract No.: ADSPO14-074363

Change Order No.: 04

Date: March 26, 2015

•Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

- 4.2.5 The proper Usage Report forms may be found on the State Procurement Office's web site at <https://spo.az.gov/statewide-contracts-administrative-fee>.
- 4.2.6 Contractor is required to complete Form 799 (cover letter that totals transactions) and Form 801 (Excel spreadsheet detailing transactions) when submitting their Usage Report. Any alternate quarterly Usage Report format shall be approved by the Procurement Officer.
- 4.2.6.1 In the event there is "no contract sales activity" on the contract in a reporting period, the contractor shall submit Form 799 with "\$0.00" in the amount fields" and complete the header information with your company name, contract number and contract description.
- 4.2.6.2 The contractor shall maintain a dedicated email account for the reports.
- 4.2.6.3 Upon review, report submissions that do not contain all the required information or have entries that are listed incorrectly will be returned to the contractor for correction.
- 4.2.7 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.
- 4.2.8 Additional Reports. The Contractor shall furnish additional reports relating to contract usage upon request.

4.3 Submission of Fees and Reports.

- 4.3.1 The **submission schedule for Administrative Fees and Usage Reports shall be as follows:**
- State Fiscal Quarter 1 (Jul 1 - Sept 30): **Due by Oct 30**
 - State Fiscal Quarter 2 (Oct 1 - Dec 31): **Due by Jan 30**
 - State Fiscal Quarter 3 (Jan 1 - Mar 31): **Due by Apr 30**
 - State Fiscal Quarter 4 (Apr 1 - Jun 30): **Due by Jul 30**
- 4.3.2 The applicable Administrative Fee shall be Payable To "State Procurement Office" and submitted to the following address:
- Arizona Department of Administration
General Services Division
Attention: "Statewide Contract Administrative Fee"
100 15th Avenue, Suite 202
Phoenix, AZ 85007
- 4.3.3 The contractor shall submit Usage Reports and any questions electronically to the state's designated usage report email address: usage@azdoa.gov.



Contract Change Order Summary

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

Contract No.: ADSP014-074363

Change Order No.: 04

Date: March 26, 2015

2. In accordance with Uniform Terms and Conditions, Paragraph 5 Contract Changes, Item 5.1 Amendments, on Page 12 of 43, the aforementioned **Safety Training Price Sheet is hereby changed as follows:**
 - a). For training conducted outside of normal work hours in which the **course is scheduled to start BEFORE 7:00 AM or AFTER 5:00 PM, Monday through Friday, a ten (10%) percent upcharge shall apply** to the applicable course category rate for "Course Rate Per Each Student", or "Course Rate for Ten (10) or More Students" or "Safety Training Consulting (Hourly Rate)". The upcharge shall apply to training only, not materials.
 - b). Safety Training Price Sheet line **twenty eight (28) CPR, First Aid and AED American Heart Institute Train the Trainer Instructor Monitoring is eighty five dollars (\$85.00) per hour.** The course length can range between two (2) to four (4) hours dependent on the student(s) needs.
3. In accordance with Special Terms and Conditions Paragraph 3, Contract Extensions, the aforementioned contract is hereby extended for an additional one-year period. **The term of the extended contract shall be from June 30, 2015 to June 30, 2016.**

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

ACKNOWLEDGEMENT AND AUTHORIZATION

This Change Order shall not be binding on the State until it is acknowledged and accepted electronically in Phoenix AZ by an authorized representative of the Contractor and accepted by and authorized representative of the State.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MENTORSOURCE TRAINING CORPORATION DBA WORKPLACE SAFETY
SPECIALISTS**

EXHIBIT B

State of Arizona Contract No. ADSP014-074363 - Rate Sheet

ADSP014 - 00003611 - SAFETY TRAINING PRICE SHEET
(MUST BE SUBMITTED PER INSTRUCTIONS OF THE SOLICITATION Section 6.2.4) - MentorSource Revised

Course Title	Course Length (Days)	Course Description	Number of Instructors	Method of Delivery	Course Fee	Material Cost	Total Cost	Class Size	Notes
Accident Investigation and Incident Management	100, 400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$1,350	\$5	\$120	Class minimum is 7 students. Class Maximum is 20 students.
Accident Investigation and Incident Management	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Aerial Lift	400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$1,350	\$5	\$120	Class minimum is 7 students. Class Maximum is 20 students.
Aerial Lift	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Asbestos Awareness	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Asbestos Cement Pipe Handling	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Asbestos Cement Pipe Handling	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Automated External Defibrillator (AED)	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Backhoes, Front-end Loaders, Dump Trucks, Skid Loaders	100, 400	Student Manual	8	SF, CF, CBT, E-Learning	\$135	NA	\$5	\$120	Class minimum is 10 students; maximum number of students depends on pieces of equipment available.
Bees, Stings, and Medical Waste	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Bees, Stings, and Medical Waste	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Bloodborne Pathogens	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Bloodborne Pathogens	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Chainsaw Safety	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Chainsaw Safety	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Chlorine Safety	100, 400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.
Chlorine Safety	200	Train-the-Trainer Kit included	8	SF, CF, CBT, E-Learning	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.
Chlorine Safety & Emergency Response	100, 400	Student Manual	8	SF, CF	\$195	\$1,350	\$5	\$120	Class minimum is 7 students. Class Maximum is 20 students.

INSERT ADDITIONAL ROWS AS NEEDED.

ADSP014 - 00003611 - SAFETY TRAINING PRICE SHEET
(MUST BE SUBMITTED PER INSTRUCTIONS OF THE SOLICITATION, Section 6.2.4) - Mentor/Source Revised

Course Title / Description	Course Length (Days)	Description of Materials Included (per participant)	Number of Instructional Hours (per course)	Method of Delivery (on-site, hybrid, e-learning, etc.)	Course Fee (per student)	Material Cost (per student)	Additional Costs (per student)
Hearing Protection and Conservation	200	Train-the-Trainer Kit included	4	SF, CF	\$695	NA	\$100
Heat Stress Prevention	100,400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5
Heat Stress Prevention	200	Train-the-Trainer Kit included	4	SF, CF	\$695	NA	\$100
Hospitality Industry Related Safety	100,400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$1,350	\$5
Hospitality Industry Related Safety	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200
Insects & Dangerous Flora & Fauna	100,400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5
Insects & Dangerous Flora & Fauna	200	Train-the-Trainer Kit included	4	SF, CF	\$695	NA	\$100
Laboratory Safety - Chemical Hygiene Plan	100,400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5
Laboratory Safety - Chemical Hygiene Plan	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200
Ladder / Stairway Safety	100,400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5
Ladder / Stairway Safety	200	Train-the-Trainer Kit included	4	SF, CF	\$695	NA	\$100
Lockout/Tagout	100,400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5
Lockout/Tagout	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200
Lone Worker	100,400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5
Lone Worker	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200
Machine Guarding	100,400	Student Manual	4	SF, CF, CBT, E-Learning	\$95	\$850	\$5
Machine Guarding	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200
Maintenance Welding - Hot Work	100,400	Student Manual	8	SF, CF, CBT, E-Learning	\$195	\$1,350	\$5
MSHA 30 CFR - Annual Refresher	100,400	Student Manual	8	SF, CF, E-Learning	\$150	\$1,400	\$5

ADSP014 - 00003611 - SAFETY TRAINING PRICE SHEET
(MUST BE SUBMITTED PER INSTRUCTIONS OF THE SOLICITATION, Section 6.2.4) - MentorSource Revised

61014 Program / Course Title and Description	Course Number	Description of Material Included (per participant)	Length of Instruction (hours per course)	Method(s) to be used (List all that apply to applicable course) (On-site/remote facility - (SF) (Contractor facility) - (CF) (Computer-assisted training) (E-learning) - (E) (Train-the-Trainer) - (TTT)	Course Fee per each student	Course Fee for 10 or more students	Material Cost per student	Material Cost for 10 or more students	Additional Instructional Materials	Additional Details
MSHA 30 CFR - Training of New Surface Miners	100/400	Student Manual	24	SF, CF, CBT, E-learning	\$375	\$3,500				
OSHA 10-Hour General Industry Safety Course	100/400	Student Manual	10	SF, CF, CBT, E-learning	\$280	\$2,100	\$10	\$120	Class minimum is 8 students. Class Maximum is 20 students.	
OSHA 30-Hour General Industry Safety Course	100/400	Student Manual	30	SF, CF, CBT, E-learning	\$550	\$5,250	\$10	\$120	Class minimum is 9 students. Class Maximum is 20 students.	
Personal Protective Equipment	100/400	Student Manual	4	SF, CF, CBT, E-learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.	
Personal Protective Equipment	200	Train-the-Trainer kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	
Resource Conservation and Recovery Act (RCRA)	100/400	Student Manual	16	SF, CF, CBT, E-learning	\$380	\$2,700	\$15	\$120	Class minimum is 7 students. Class Maximum is 20 students.	
RCRA Annual Refresher	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	
RCRA Annual Refresher	100/400	Student Manual	8	SF, CF, CBT, E-learning	\$195	\$1,350	\$5	\$120	Class minimum is 7 students. Class Maximum is 20 students.	
RCRA Annual Refresher	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	
Respiratory Protection Training	100/400	Student Manual	4	SF, CF, CBT, E-learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.	
Respiratory Protection Training	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	
Scaffolding	100/400	Student Manual	4	SF, CF, CBT, E-learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.	
Scaffolding	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	
Slips, Trips, Falls	100/400	Student Manual	4	SF, CF, CBT, E-learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.	
Slips, Trips, Falls	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	
Slips, Trips, Falls	100/400	Student Manual	4	SF, CF, CBT, E-learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.	
Slips, Trips, Falls	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	
Temporary Traffic Control	100/400	Student Manual	4	SF, CF, CBT, E-learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.	
Temporary Traffic Control	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	
Tool Safety Training - Hand and Power Tools	100/400	Student Manual	4	SF, CF, CBT, E-learning	\$95	\$850	\$5	\$120	Class minimum is 9 students. Class maximum size is 20 students.	
Tool Safety Training - Hand and Power Tools	200	Train-the-Trainer Kit included	8	SF, CF	\$995	NA	\$200	\$120	Class maximum is 6 students. Students 2-6 pay Material Cost only.	

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MENTORSOURCE TRAINING CORPORATION DBA WORKPLACE SAFETY
SPECIALISTS**

EXHIBIT C

State of Arizona Contract No. ADSP014-074363 - Scope of Work

PROJECT

City employees will receive annual regulated safety training.

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003611	PAGE 4	
	Description: Safety Training Services (Statewide)	OF 43	

1. Introduction

Eligible Agencies (Statewide) have programs developed for employees to address situations encountered during routine work related operations that may be unsafe if not properly trained. Various federal, state, and local laws as well as Occupational Safety and Health Administration (OSHA) regulations recommend or mandate that personnel be adequately trained in a variety of areas. 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 Eligible Agencies may acquire these services.

2. Background

The State provides a broad range of services to the community including but not limited to road improvements, flood protection, infrastructure management, fire protection and environmental stewardship. The broad range of agency services provided exposes employees to a multitude of hazards that require ongoing preventative measures, including training, to reduce the likelihood of injury or illness. Eligible Agencies operate and maintain facilities and equipment in compliance with OSHA and other applicable safety and health regulations. The goal of the State is to reduce and prevent potential safety hazards and ensure the health and safety of both State employees and the general public. Although the State and its Eligible Agencies provide internal safety training, there may be times when supplemental training is required by external contractors when internal training opportunities are unavailable.

3. Purpose and Objective

The State of Arizona is seeking qualified vendors who offer safety training and safety consultation services for the specified list in Exhibit 1 of common safety topics that are applicable pursuant to OSHA regulations and A.A.C. R2-10-207.2 The objective of this Request for Proposal (RFP) is to award a contract to a pool of vendors who can deliver training, and identify training gaps in the defined subject matter of employee safety that is in the best interest of the Eligible Agencies. Successful Contractors shall be qualified and have the capacity to provide services statewide as stated herein.

4. Scope of Services

Contractor at a minimum shall:

- 4.1. Provide training and or training consultation services to educate employees in identifying and preventing hazards in the workplace;
- 4.2. Assess training needs against established safety programs that assist in determining causes and prevention of accidents;
- 4.3. Assist in developing new safety training programs;
- 4.4. Review and update existing safety training programs;
- 4.5. Provide training presentations;
- 4.6. Provide curriculum, and all other materials necessary to present the Services;
- 4.7. Possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP. All permits, licenses, and professional credentials shall be current;
- 4.8. Have the ability to provide services throughout the State of Arizona; and
- 4.9. Provide all the necessary technical resources and skills, support services and management of these resources.

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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5. **Training Courses.** At a minimum, Contractor shall be able to provide a variety of the training courses reflected on Exhibit-1.

6. **Training Courseware Deliverables**
 Contractor may also have the ability to develop customized safety training courseware or training programs. Developed courseware shall include all materials necessary to replicate the training over time. All safety training materials include the following:
 - 6.1. **Pre-Training and Post-Training Artifacts**
 - Clearly stated measurable and realistic learning objectives;
 - Assessments to accurately test participants' achievement of the learning objectives;
 - Verification of attendance through a sign-in sheet
 - A student Certificate of Completion for participant and or completion course record
 - Instructor Training evaluations; and
 - Course evaluations shall be provided to the training requestor no later than one week after course has been completed.

 - 6.2. **Facilitator Guide** – Facilitator Guide shall include at a minimum:
 - Full Participant Guide;
 - Table of Contents;
 - Time segment allocations;
 - Stated measurable and realistic objectives or specified safety standards for the specific curriculum; and
 - Bibliography for course content and referenced further reading.

 - 6.3. **Student Guide** – Student Guide shall include at a minimum:
 - Table of Contents;
 - Time segment allocations;
 - Stated measurable and realistic objectives or specified safety standards for the specific curriculum; and
 - Bibliography for course content and referenced further reading.

 - 6.4. **Assessment Development**
 - Contractor shall develop assessment questions and conduct assessments for training services that will accurately test participants' comprehension of the learning objectives of the course presented. Such assessments shall be conducted immediately after the training session is completed; and
 - Copy of Completed Assessments sent to the applicable agency within five (5) business days.

7. **Copyright of Customized Courseware** – Contractor shall not copyright any materials or products developed through contract services or contract expenditures as they shall become the sole property of the Eligible Agencies. The only exception shall be for those materials or products designated as proprietary and previously stipulated as copyrighted materials. All rights will be reserved. Contractor agrees that these products or materials, in whole or in part, shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means without prior written permission from the Eligible Agencies.

8. **Training Delivery Formats and Definitions** – The Eligible Agencies shall have final say as to the delivery format and/or location (On-Site or Off-Site) of the requested safety training, workshop or facilitated session. The Eligible Agencies and the Contractor shall agree in writing the preferred specifications for the training environment (room set-up, equipment or other facility requirements). Contractor may deliver training in any one or a multiple of the following formats.

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- **Train-the-Trainer (T3)** – A prepared learning experience to provide the information to be taught and to give a prospective trainer the experience of teaching the material. Upon completion of developed courseware, Contractor shall, when requested, have the knowledge and ability to provide a Train-the-Trainer session. Additionally, any developed course material shall transfer to the Eligible Agencies to provide future training.
- **Offsite – Contractor Facility** – In person instruction session at Contractor location or chosen facility. Contractor shall provide a list of off-site facilities and any relevant options for the provision of Services herein upon request. The list shall include at a minimum the address and facility ownership, description of the facility and training room(s), size, provisions, and parking availability. Contractor shall provide all necessary equipment. Parking shall be available at no cost. The Eligible Agencies shall have the right to make unannounced site visits to ensure that the location is satisfactory prior to approval.
- **Onsite – State or Cooperative Agency** – In person instruction session at a State or Cooperative Agency facility. Contractor shall provide in writing a clear delineation of what materials, equipment and supplies Contractor shall be responsible for.
- **Computer Based Training** - Type of education in which the student learns by executing special training programs on a computer.
- **E-Learning** - Technology for interactive capability to allow students to learn anytime and anywhere. It is the computer and network-enabled transfer of skills and knowledge. E-learning applications and processes include Web-based learning, webinar, virtual education opportunities and digital collaboration. Content is delivered via the Internet, intranet/extranet, audio or video tape, satellite TV, and CD-ROM.

9. **Key Personnel, Materials**

- Contractor shall permit the Eligible Agencies have access to the Contractor's key personnel to perform a review prior to the commencement of any Services. This review may be accomplished at a site where similar subject matter is being delivered or in an interview-type setting.
- Eligible Agencies shall be allowed to edit and/or approve details of requested Services, associated documentation and other Materials.
- **Safety Training Courseware** - Contractor shall submit a finalized outline and masters of all Materials necessary to perform the proposed Services. The Eligible Agencies shall have final approval for the type, extent, and duration of Services provided by the Contractor. Materials shall be included in the price of the structured training and professional development classes.
- **Contractor-provided Materials** - When required to provide the materials, the Contractor must certify that all materials necessary for the successful provision of services shall be available for review and pre-approval by the Eligible Agencies prior to implementation on the date specified. Contractor shall then submit the above-referenced materials in a timely manner, on the date established and agreed upon by both parties, so as to provide the Eligible Agency ample time for review, comment, and approval of content prior to the specific delivery of services.
- **State-provided Materials** - If the Contractor is required to use materials provided by the Eligible Agencies, the Contractor shall obtain, for purposes of review and familiarization, said materials within five (5) working days or as specified by the Eligible Agencies. The Contractor must then certify that any key personnel assigned to provide facilitation services shall be fully prepared to provide facilitation services where the above-referenced materials will be disseminated.

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10. **Group Size Limits** - Contractor shall have established minimum and maximum class or group sizes critical to the learning success of the participants.
11. **Training Levels**
 - Level 100 – General awareness:** Provides minimum regulatory requirements
 - Level 200 – Train-the-Trainer or Supervisor:** Designed to educate and supply personnel at supervisor management level or training administrator, with information and materials in order to train staff.
 - Level 300 – Reserved for Eligible Agency Training**
 - Level 400 – Operation Specific:** Training is geared to a specific agency's exposures and internal procedures.
12. **Training Planning** – Contractor shall allow, at no charge to the Eligible Agencies, one (1) planning session with Contractor to discuss training requirements and to ensure that Contractor is a "fit" for the Scope of Services. A final understanding of training requirements shall be agreed upon in writing between the Eligible Agencies and Contractor.
13. **Training Consulting Services** – The Eligible Agencies may at times have a need to consult a Safety Training expert to assess gaps in current agency training curriculum or consult to create a new safety training program.
14. **Training Cancellation**
 - **Contractor cancellation** – Contractor may cancel scheduled classes up to (10) days prior to the scheduled start of the class. If certain attendance minimums aren't met for instruction-led classroom training classes, Contractor may cancel scheduled classes up to three (3) days prior to the scheduled start of the class.
 - **State's cancellation** - Notice of cancellation shall be provided by the Eligible Agencies to the Contractor at least forty-eight (48) business hours prior to the start time and date of scheduled training, workshop, or facilitated session. Both parties may agree to reduce or increase the notification period based upon needs and Contractor's key personnel and or facility availability.
 - **State Cancellation** – For various reasons, including failure to meet the minimum participation level may cause the cancellation of a scheduled training, workshop or facilitated session. The Eligible Agencies may cancel scheduled classes up to three (3) days prior to the scheduled start of the class. Contractor shall not be compensated for services not provided if minimum level is not met.
15. **Hardware/Software Requirements** - Contractor shall have the hardware and software required to satisfy requirements stated under this Scope of Work. Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) used in the performance of this contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this contract.
16. **Progress Reports** – For Safety Training Consulting, Contractor shall submit written progress / completion report(s), including but not limited to a description of work performed, accomplishments based on deliverables, problem identification and resolution. The Eligible Agencies shall have the final approval of report content, frequency of reporting, and report submission deadlines.
17. **Participant Report/Record** – Upon completion of the course(s), Contractor shall provide a copy of the participants' roster to the Eligible Agencies. This is to provide the participant credit for attending the training in the State's electronic personnel system. Contractor shall use a Microsoft excel format, as depicted in Exhibit 2.

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18. Additional Training – During the Term of this Contract, additional safety training requirements may be added to the Scope of Work as safety standards change or as needs change. Any additions to safety training subject matter shall be performed by a Contract Amendment.

(End of Section)

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MENTORSOURCE TRAINING CORPORATION DBA WORKPLACE SAFETY
SPECIALISTS**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the State of Arizona Contract ADSP014-074363

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$48,000.

DETAILED PROJECT COMPENSATION

Annual regulated safety training.