



Special Instructions

STATE OF ARIZONA

Agency: **Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)**
Customer: **WSCA participating states; AZ Statewide
(state agencies & cooperative partners)**

Description: **WSCA Software Value-Added Reseller**

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

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

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

"Amendments" means solicitation amendments.

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

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

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

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

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

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

"Bid Solicitation" means solicitation.

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

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

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

"Buyer" means procurement officer.

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

"Description" means the solicitation's title.

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

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

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

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

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

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

"Pre Bid Conference" means pre-offer conference.

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

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

"Quote" means offer.

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

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



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"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide. MODIFY TO SHOW THAT THIS IS A MULTI-STATE SOLICITATION, BUT SHOWN IN PROCUREAZ AS A STATEWIDE.

"Purchaser" means procurement officer.

2 INQUIRIES

Any inquiries regarding this solicitation should be directed to Maureen McGovern, Procurement Officer for the solicitation. Her contact information is as follows:

Maureen L. McGovern
Senior Procurement Specialist
State of Arizona Department of Administration
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007
Direct Phone: 602-542-9125; email: Maureen.mcgovern@azdoa.gov

3 OFFER PREPARATION

3.1 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form, as described in section 3.3 of the Uniform Instructions.

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.

3.2 Acknowledgement of Solicitation Amendments. Offers shall include any/all signed Solicitation Amendment(s), as described in section 3.7 of the Uniform Instructions.

Solicitation Amendments shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.3 Offer Forms. Offers shall include the following completed Offer Forms:

- Offer Form 1 – Offeror Questionnaire - Qualifications
- Offer Form 1A – Offeror Qualifications, Attachment – Represented Publishers, certifications
- Offer Form 2 – Offeror Questionnaire – Methodology
- Offer and Acceptance Form
- Offeror - Exceptions
- Offeror - Pricing

3.4 Submitted Prices. Offers shall include pricing provided on Excel spreadsheet: "Offeror-Pricing", saving the file under a new name (e.g., "Offeror-Pricing-*yourname*"). There are two sheets to this Excel file, one related to software publishers and the second for other pricing categories. Pricing for software publisher products is to be provided by submitting percent discounts off, or percent discounts above, Offeror's cost. These percentages should be considered "not to exceed" rates. WSCA Administrative fees and delivery costs are to be considered in pricing submitted as these cannot be invoice add-on costs. Pricing submitted is exclusive of taxes and any individual state's administrative fee adjustment. Individual participating states may execute PA's with one or more awarded contractors. The PA pricing, exclusive of taxes and any individual state's administrative fee adjustment, shall not exceed the award. As Pricing is submitted as an attachment, do not itemize pricing directly into the ProcureAZ "line items" format.

4 SUBMISSION OF OFFER

4.1 Electronic Documents. The 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



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precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

- 4.2 Acceptable Formats. Offer 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). Other file formats may also be acceptable, including .ZIP, .MDB, .MDBX, .MPP, .MPPX, .VSD, .JPG, .GIF, and .BMP. Offerors wishing to submit files in these or other formats shall submit an inquiry to the Procurement Officer.
- 4.3 ProcureAZ. Offers shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (www.procure.az.gov). Submission of offers by means other than the ProcureAZ system will not be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time.
- 4.4 Conflict of Interest. The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

5 EVALUATION

- 5.1 Evaluation. Offers shall be evaluated based on the following evaluation criteria, listed in their relative order of importance.

QUALIFICATIONS

METHODOLOGY

PRICING

OFFEROR EXCEPTIONS

- 5.2 Price Evaluation. Prices evaluated shall consider the percentages off or percentages over SVAR cost for specified and category software publisher products. For consideration of SVAR cost, evaluation will consider whether products are obtained directly through the publisher, or through a distributor, and reseller's certification levels. To a lesser extent, evaluation will also consider hourly rates for related services, and other pricing as submitted if a fair comparison can be made. Evaluation of pricing shall not include any corresponding taxes that may be associated with the unit prices. WSCA administrative fees should be considered in the submitted pricing as they cannot be an added on expense to an invoice.
- 5.3 Discussions. State may conduct Discussions with those Offerors whose Offers are determined by the State to be reasonably susceptible of being selected for award. Discussions may be in writing or in person and may include presentations, site visits or demonstrations.
- 5.4 Responsibility, Responsiveness and Acceptability. In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-330 and R2-7-354, State shall consider the following in determining Offeror responsibility as well as the responsiveness and acceptability of their Offer.

Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Amendments acknowledging any/all changes to the Solicitation; (iii) a response to the State's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.

- 5.5 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



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performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

6 AWARD

- 6.1 Award Notification. Master Agreement will be executed upon the State of Arizona accepting the Offer on behalf of WSCA and the participating states. The State of Arizona will communicate award notifications to MPA Contractors and WSCA. No services can be provided by an MPA Contractor until that MPA Contractor has an executed PA with a participating entity.
- 6.2 Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operations; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.