

	<h1>Solicitation Amendment One</h1>		<div>State of Arizona State Procurement Office 100 N. 15TH Avenue, Suite 201 Phoenix, AZ 85007</div>
	Solicitation No.: ADSP016-00005912	Page 1 of 3	
	Description: 2016 Annual Professional Services List		
	Amendment No.: One (1)		

Pursuant to the Uniform Instructions to Offerors, Item 2.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

EXHIBITS:

(ADD EXHIBIT VII) Exhibit VII State Statutory Review of Plans

SPECIAL INSTRUCTIONS TO OFFERORS:

3.3 Certificate of Insurance Verification Letter (shall be changed to read): At the time of the Statement of Qualification's submission, the Offeror shall sign and upload as an "Attachment" in ProcureAZ a notarized letter on the person or firm's letterhead stating the following:

3.3.1 The firm will provide to the Customer, properly endorsed Certificate of Insurance form(s) in accordance with Solicitation No: ADSP016-00005912, Special Terms and Conditions Items 15 Indemnification Clause and; Item 16 Insurance Requirements for Professional Service Contracts Exceeding \$50,000.00 or Item 17 Insurance Requirements for Professional Service Contracts (\$50,000.00 or Under) as determined by the final professional services contract award value after successful fee proposal negotiations.

3.4 Offer Forms (shall be changed to read): Offerors shall upload as an "Attachment in ProcureAZ the following Offer Forms completed accurately and in their entirety, 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.

- Response Form I: Firms General Qualifications Form
- Response Form II: Firms Qualifications - Disciplines
- Response Form III: Firms Qualifications – Experience Categories
- Response Form IV: SPO Form 204 – Confidentiality and Trade Secrets
- Signed Offer and Acceptance Form
- Certificate of Insurance Verification Letter

4.5 (Shall be changed to read) SOQs must be uploaded electronically as an "Attachment" in the ProcureAZ system" and submitted prior to the date and time indicated. Late SOQs will not be considered.

(DELETE) Section 4.9 Submitters shall include.

SPECIAL TERMS AND CONDITIONS:

16. Insurance Requirements (Section Title shall be changed to read): Insurance Requirements for Professional Service Contracts Exceeding \$50,000.00

(ADD ITEM 17) 17. Insurance Requirements for Professional Service Contracts (\$50,000.00 or Under)

- a. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

- 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	\$1,000,000
• Products – Completed Operations Aggregate	\$500,000
• Personal and Advertising Injury	\$500,000
• Damage to Rented Premises	\$25,000
• Each Occurrence	\$500,000

 - a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$500,000
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 - a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 - b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 3. Worker's Compensation and Employers' Liability

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

 - a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).
 4. Professional Liability (Errors and Omissions Liability)

• Each Claim	\$500,000
• Annual Aggregate	\$1,000,000

 - a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.
 5. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be or be endorsed to include, as required by this written agreement, the following provisions:
 - a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E). Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- B. **NOTICE OF CANCELLATION:**
- Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Agency Name, Address & Fax Number).
- C. **ACCEPTABILITY OF INSURERS:**
- Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-

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

D. VERIFICATION OF COVERAGE:

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

- a. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- b. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- c. 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.

E. SUBCONTRACTORS:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

F. APPROVAL and MODIFICATIONS:

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

G. EXCEPTIONS:

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

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