

**Arizona State Treasurer's Office
1700 W. Washington, Room 102
Phoenix, Arizona 85007**



**Request for Proposal # 18-02
Investment Management Services**

Sealed Written Proposals will be
Accepted until 2:00 P.M. MST, Friday, July 6, 2018

June 6, 2018

Eileen I. Klein, State Treasurer

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Section I. Executive Summary

Title

The Arizona State Treasurer Office (“ASTO”) hereby issues a request for competitive proposals (“RFP”) from qualified investment firms (“Institution) interested in providing investment management services for two separate fixed income pools for the ASTO.

Overview of Request for Investment Management Services

The ASTO is responsible for the investment of approximately \$15 Billion in investments on behalf of the State of Arizona, its agencies, political subdivisions, and the Permanent Land Trust Endowment. ASTO is soliciting proposals from all qualified investment firms who want to be considered as an investment manager to provide the following:

Portfolio management services for two externally managed fixed income pools consisting of an investment grade fixed income pool that is approximately one hundred (100) million dollars, and a municipal tax free non-AMT pool of approximately two hundred (200) million dollars. The municipal pool has a finite termination date of October 1st, 2019. The firm selected should be considered extensions of the internal investment team and will follow the same investment mandate for each investment pool managed by the ASTO. The contractor may be asked to perform as a back-up to internal managers in the event of an emergency.

Firms should bid on the two fixed income portfolios included in this RFP. More detailed descriptions of these services are set forth under the heading of “Scope of Services” in Exhibit A.

Authority

Authority for the investment program is derived from the Arizona Constitution and ARS, Title 35, Chapter 2, Article 2. The ASTO is entrusted with a variety of funds for safe-keeping and investing.

Section II. Offer and Acceptance

Offer

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, scope of work and amendments to the solicitation. The person signing must be a senior executive who has managerial control over the deliverables required under the scope of work with the ability to terminate vendors or employees for failure to perform the duties of the contract.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____

Federal TIN: _____ or AZ TPT: _____

By signature in the offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99.4, or A.R.S. § 41-1461 through 1465.
3. The bidder 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. None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.
5. In accordance with A.R.S. § 35-393.01, the Bidder hereby certifies that the Bidder is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of Israel.

Acceptance

The Offer is hereby accepted.

Office of the State Treasurer

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Section III. Special Instructions to Offeror's Terms and Definitions

For the purpose of this RFP and the ensuing Investment Manager Contract, the following terms and definitions will apply:

1. “*ASTO*” means the Arizona State Treasurer’s Office.
2. “*Attachment*” means any item the Solicitation requires a Bidder to submit as part of the Offer.
3. “*Contract*” means the combination of the Solicitation, including the Uniform and Special Instructions to Bidders, 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.
4. “*Contract Amendment*” means a written document signed by the ASTO that is issued for the purpose of making changes in the Contract.
5. “*Contractor*” means any person who has a Contract with the State.
6. “*Days*” means calendar days unless otherwise specified.
7. “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
8. “*Offer*” means bid, proposal or quotation.
9. “*Bidder*” means a vendor who responds to a Solicitation.
10. “*Solicitation*” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
11. “*Solicitation Amendment*” means a written document that is signed by the ASTO and issued for the purpose of making changes to the Solicitation.
12. “*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.
13. “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.

Proposal

1. Deliverables. Responses must include an ORIGINAL plus seven (7) additional copies and a complete electronic version of the proposal on a USB drive, that will be used in the evaluation process. The original copy of the proposal should be clearly labeled “ORIGINAL”. The material should be in sequence and related to the Request for Proposal.

Proposals are due at the following address on or before 2:00 p.m. (MST) on Friday, July 6, 2018.

Office of the State Treasurer
Attn: Deputy Treasurer of Operations
1700 W. Washington
1st Floor Room 102
Phoenix, AZ 85007

Proposals received after the date and time specified herein will not be considered. Proposals shall be opened publicly at the time and place designated on the cover page of this document.

2. Schedule of Proposed Timeline

Event	Date
Distribution of RFP	June 6, 2018
Pre-Bid Conference	TBD Arizona Time; Treasurer’s Conference Room
Deadline for Questions	June 13, 2018
Date for Answers to Questions	June 19,2018
Proposals Due (no later than 2 p.m. Arizona time)	July 6, 2018
Finalist Presentations (if necessary)	TBD
Due Diligence & Site Visits (if necessary)	TBD
Award Business	TBD
Contract Start Date	On or before September 30, 2018

Evaluation Criteria

1. These minimum criteria must be met for a Proposal to be considered for award:
 - The offer must be submitted by the deadline;
 - The Offeror must provide a completed contract;
 - The Offeror must state its interest in performing particular services; and
 - Offeror’s answers to the Offeror Questionnaire Exhibit B, Product Information Exhibit C and Performance Exhibit F must be responsive and complete.
2. The Offeror’s eligible to submit an offer must demonstrate:
 - \$10 billion or more of current AUM.
 - At least 5 years’ experience of managing fixed income and/or equity portfolios of at least \$1 billion by the primary portfolio manager.
 - Current experience in managing a portfolio of \$1 billion or more of short and medium term fixed income assets for a State, County or City Treasurer’s office.
 - Current experience in managing investment grade corporate bonds, agency mortgages, municipal bonds, asset-backed securities, commercial paper, discount notes and treasury bills, notes and bonds.

An award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. 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 of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror’s proposal as to the responsiveness of the proposal and the responsibility of the Offeror.

Evaluation Weighting	
Conformance to Scope of Services	25%
Ability to Perform the Scope of Services	25%
Experience and Expertise of the Firm/Personnel	25%
<u>Cost of Services</u>	<u>25%</u>
Total	100%

Pricing

Provide a price schedule for the total cost of providing all services necessary under this proposal based on the amount of AUM on an annual basis. For example, if awarded \$200 Million in assets to manage for pool X and \$100 Million in assets to manage for pool Y, please breakdown the costs for pool X and pool Y individually and then combined costs for pools X and Y in the aggregate.

Conformance to Scope of Services

Exhibit B: Offeror Questionnaire, Exhibit C: Product Information , and Exhibit E: Performance require the Offeror to submit a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy the requirements of the Scope of Services. The language

of the narrative should be straight forward and limited to fact, solutions to problems, and plans of proposed action. The written narrative should include specific responses to the items listed in the scope of services.

Ability to Perform the Scope of Services

The Offeror should present a proposed method of satisfying the requirements of the Scope of Services as specified herein. The narrative should describe a 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.

Indicate the number of full time dedicated resources (individuals) you will provide in support of the ASTO account if awarded the contract. Also, specify if the person managing these resources will be exclusively assigned and responsible for this contract only. If the account manager is working on other accounts, specify the percent of time this individual will dedicate to this contract.

Describe how your firm will organize, as a team, to optimize its responsiveness to the ASTO. Include how work is reviewed from junior to senior to executive level staff.

The offeror should present examples of similar governmental processes and similar governmental clients that will indicate successful relationships between the offeror and client.

Experience and Reliability

Please submit any information which documents successful and reliable experience in past performances related to the required services contained herein. The State will evaluate the Offeror's experience and expertise based on the responses to the Offeror Questionnaire attached as Exhibit B, Product Information as Exhibit C and Performance attached as Exhibit E.

Section IV. Uniform Instructions to Offeror's

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. "Contract" means the combination of the Solicitation, including the Special and Uniform Instructions to Offeror's, the Special and Uniform Terms and Conditions, and the Specifications and Statement or Scope of Services; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. "Contract Amendment" means a written document signed by the ASTO that is issued for the purpose of making changes in the Contract.
4. "Contractor" means any person who has a Contract with the State.
5. "Days" means calendar days unless otherwise specified.
6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. "Offer" means bid, proposal or quotation.
8. "Offeror" means a vendor who responds to a Solicitation.
9. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
10. "Solicitation Amendment" means a written document that is signed by the ASTO and issued for the purpose of making changes to the Solicitation.
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 services required for the performance of the Contract.
12. "State" or "State Treasurer" or "ASTO" means the State of Arizona and Department or Agency of the State that executes the Contract.

Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine the Offer for accuracy before submitting the 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, nor shall it give rise to any Contract claim.
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 Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The ASTO or the person identified in the Solicitation as the contact for inquiries requires that an inquiry be submitted in writing. Any inquiry related to a

Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven (7) 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 Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal 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 this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement 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 written Solicitation Amendment.
8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) 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 and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted 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 ASTO 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.

- Invitation for Offers. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. The successful Offeror shall not subcontract any of its responsibilities in the Offer without the prior written consent of the State.
 6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
 7. Solicitation Amendments. Each Solicitation Amendment 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 copy of a Solicitation Amendment may result in rejection of the Offer.
 8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
 9. 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.
 - Employee Identification. Offeror agrees to provide an employee identification number or social security number for the purposes of reporting to appropriate taxing authorities, monies paid 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.
 10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
 11. Disclosure. If the firm, business or 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 include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this 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.

12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- Special Terms and Conditions;
- Uniform Terms and Conditions;
- Statement or Scope of Services, Exhibit A;
- Offeror Questionnaire, Exhibit B;
- Product Information, Exhibit C;
- Performance, Exhibit D;
- Special Instructions to Offerors;
- Uniform Instructions to Offerors; and
- Other documents referenced or included in the Solicitation.

Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with the name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. 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.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 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 all applicable federal, state and local laws and executive orders regarding employment.

Miscellaneous Considerations for 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. 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 purposes of evaluating that price.
3. Offer Acceptance Period. An Offeror submitting an Offer under this 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 Proposal, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

Waiver of Rejection Rights

1. Notwithstanding any other provision of the Solicitation, State reserves the right to:
 - Waive any minor informality;
 - Reject any and all Offers or portions thereof; or
 - Cancel the Solicitation.

Award

1. 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 writing by the ASTO's (or designee) signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
2. Effective Date. The effective date of this Contract shall be the date that the ASTO or designee signs the Offer and Acceptance form or other official contract form unless another date is specifically stated in the Contract.

Protests

1. A protest shall comply with and be resolved according to A.R.S Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with the ASTO. A protest of a Solicitation shall be received by the ASTO before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - The name, address and telephone number of the protester;
 - The signature of the protester or its representative;
 - Identification of the purchasing agency and the Solicitation or Contract number;
 - A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - The form of relief requested.

Section V. Special Terms and Conditions

Term of Contract

1. The term of contract shall commence on or before September 30, 2018 and shall remain in effect for a period of three (3) years thereafter unless terminated or canceled.
2. The contract shall not bind nor purport to bind the State for any contractual commitment in excess of the original contract period.

Project Management

1. The Contractor shall appoint a project manager to be responsible for the planning; conducting progress; and successful completion of all activities during the contract period.
2. The Contractor shall, within seven (7) days after the award of the contract, submit a written identification and notification to the ASTO of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices, and requests related to the contractor's performance pursuant to the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary with written approval of the ASTO.
3. The ASTO shall provide the contractor with the name of a contact person who will coordinate all information to and/or from the Contractor.

Insurance

1. The Contractor 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. The custody bank shall furnish the State certification from insurer(s) for coverage of bank employees with limits of liability not less than those stated below.
2. Commercial General Liability (Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.)

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

Each Occurrence

\$1,000,000

3. The policy shall be endorsed to include the following additional insured language:
 - “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, 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”.
 - Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
4. Professional Liability (Errors and Omissions Liability)

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

5. If 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.
6. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Disaster Recovery

1. The successful Offeror is required to maintain a tested disaster recovery and business continuity plan throughout the term of the contract resulting from this Request for Proposal. This plan, along with any modifications or testing results will be available for review by the ASTO with notice.
2. At a minimum, such disaster recovery plan will include information regarding the steps taken to avoid interruptions in service availability to the State of Arizona. The plan must address the recovery time objective (RTO), the recovery point objective (RPO), the establishment of a minimum level of critical support, and a maximum tolerable downtime. Additionally, the plan will include information regarding at least one alternative processing facility, its capacity and capability levels, along with specific methods to provide access to information if the primary system is out of service.

SSAE 16

The successful bidder must provide the most current report by its independent auditors of its internal controls. The SSAE 16 report must cover the services provided by the contractor resulting from this document. If a different report is required for covered services, please include the report and a brief narrative describing the report and its use.

Section VI. Uniform Terms and Conditions

Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. **Acceptance.** “Acceptance” means the document headed “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract.
2. **Accepted Offer.** If State did not request a Revised Offer, then “Vendor Offer” means the Initial Offer.
 - If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.
 - If State requested a Best and Final Offer, then “Accepted Offer” means the latest Best and Final Offer.
3. **Arizona Procurement Code. A.R.S.; A.A.C.** The “Arizona Procurement Code, “A.R.S.,” and “A.A.C.” refers to Arizona Revised Statutes (“A.R.S.”) § 41-2501, et seq., and the rules promulgated thereunder, Arizona Administrative Code (“A.A.C.”) R2-7-101, et. seq.
4. **Arizona TPT.** “Arizona TPT” means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
<https://www.azdor.gov/business/transactionprivilegetax.aspx>
5. **Attachment.** “Attachment” means any item that:
 - The Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
 - Was attached to an Offer when submitted; and
 - Was included in the Accepted Offer.
6. **Contract.** “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 or authorized Purchase Orders.
7. **Contract Amendment.** “Contract Amendment” means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term “Change Order” has the same meaning as “Contract Amendment”.
8. **Contract Terms and Conditions.** “Contract Terms and Conditions” means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
9. **Contractor.** “Contractor” means the Person identified on the Accepted Offer who has entered into the Contract with State.
10. **Contractor Indemnitor.** “Contractor Indemnitor” means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.
11. **eProcurement System (currently ProcureAZ).** “eProcurement System” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement

System may be subject to change. The State's current eProcurement system is "ProcureAZ." The current version of the ADOA policy regarding the State's eProcurement System is Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System.

- NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
 - NOTE (2): The URL for ProcureAZ itself is:
<https://procure.az.gov>
12. Gratuity. "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.
 13. Indemnified Basic Claims. "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.
 14. Instructions to Offerors. "Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
 15. Materials. "Materials" has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it described in "Services" below.
 16. Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO).
 - "Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted;
 - "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2 7-C315;
 - "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered.
 - Reference to "an Offer," "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
 17. Pricing Document. "Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
 18. Procurement Officer. "Procurement Officer" means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.

19. Purchase Order. “Purchase Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being a “Purchase Order”:
 - “Release” or “Release Purchase Order” in ProcureAZ;
 - “Task Order”, “Service Order,” or “Job Order” when a Release Purchase Order for Services has already been committed in ProcureAZ; or
 - “Purchase Order” for buying by Co Op Buyers, if co-op buying applies.
20. Services. “Services” has the meaning given in A.R.S. § 41-2503(35), Services include the service aspects of software described in the definition of “Materials” above.
21. Specification. “Specification” has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
22. State. With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Purchase Order, “State” means each of Eligible Agency or Co Op Buyer who has issued the Purchase Order.
23. State Fiscal Year. “State Fiscal Year” means the period beginning with July 1 and ending June 30.
24. State Indemnitees. “State Indemnitees” means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
25. Subcontract. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party, delegating, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
26. Subcontractor. “Subcontractor” has the meaning given in A.R.S. § 41-2503(38).
27. Work. “Work” means the totality of the provision of Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

Contract Interpretation

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 it’s implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
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.
3. Contract Order of Precedence:

- **COMPLEMENTARY DOCUMENTS.** All documents forming the Contract are complementary and all provisions are to be interpreted as a single, united Contract. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.
- **CONFLICTS.** In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, the Contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

The Solicitation Documents, in the order:

- Special Terms and Conditions;
 - Exhibits to the Special Terms and Conditions;
 - Uniform Terms and Conditions;
 - Scope of Work;
 - Exhibits to the Scope of Work;
 - Pricing Document;
 - Exhibits to the Pricing Document;
 - Specifications; and
 - Any other documents referenced or included in the Solicitation;
 - Orders, in reverse chronological order; and
 - Accepted Offer.
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.
 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.
 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.
 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.

8. Arbitration. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.
9. Counterparts. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Contract Administration and Operation

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.
2. Non-Discrimination. Contractor shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
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.
4. 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.
5. 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 ASTO.
6. 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.
7. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract

("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

Costs and Payments

1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net thirty (30) days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
2. 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.
3. Applicable Taxes
 - **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
 - **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.
 - **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.
 - **IRS W9 Form.** In order to receive payment, the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
4. 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.
5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations for any reason and these goods or services are not funded, the State may take any of the following actions:
 - Accept a decrease in price offered by the contractor;

- Cancel the Contract; and
- Cancel the Contract and re-solicit the requirements.

Contract Changes

1. Amendments. This Contract is issued under the authority of the ASTO. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the ASTO 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.
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 ASTO. 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.
3. Assignment and Delegation. Contractor acknowledges that Contractor's experience and expertise is a substantial consideration in the ASTO's review of the Offer. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the ASTO.

Risk and Liability

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.
2. Indemnification.
 - 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.
 - The State of Arizona is not authorized to indemnify the Contractor.
 - 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.

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.
4. Force Majeure.
 - Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
5. Force Majeure shall not include the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 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
 - Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - 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.
 - 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. 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 applied by third parties to the Contractor, toward fulfillment of this Contract.

Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the materials, they shall be:
 - Of a quality to pass without objection in the trade under the Contract description;
 - Fit for the intended purposes for which the materials are used;
 - Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - Adequately contained, packaged and marked as the Contract may require; and
 - In conformance to the written promises or affirmations of fact made by the Contractor.
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.
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.
5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - Contractors 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.
 - 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 ASTO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
7. Contractors with no operations in Arizona—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.

8. Contractors with Operations in Arizona.

- By entering into the contract, the contractor warrants compliance with the Federal immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act), for all Employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.
- Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.
- Contractors 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 Agreement.
- The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that Contractor complying with the warranty.

State's Contractual Remedies

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 ASTO 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.
2. Stop Work Order.
 - 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.
 - 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 ASTO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

Contract Termination

1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38- 511.
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.
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.
4. Termination for Convenience. The State reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents,

data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

5. Termination for Default.

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

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.

7. Contract Cancellation (Immediate). This contract is critical to ASTO and the agency reserves the right to immediately cancel the whole or any part of this contract due to failure of the Institution to carry out any material obligation, term or condition of the contract. The Procurement officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:

- The Institution provides material that does not meet the specifications of the contract;
- The Institution fails to adequately perform the services set forth in the specifications of the contract;
- The Institution fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- The Institution fails to make progress in the performance of the contract and/or gives the Procurement officer reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

The Procurement officer may resort to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor.

- In case of default, the Procurement officer reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code.

The Procurement officer may recover reasonable excess costs from the Institution by:

- Deduction from an unpaid balance;
- Collection against the bid and/or performance bond; or

Any combinations of the above or any other remedies as provided by law.

Exhibit A: Scope of Services

General Requirement

1. This Request for Proposal is to provide the ASTO the ability to contract with an external investment management firm for managing two fixed income pools; the investment grade fixed income pool of approximately one hundred (100) million dollars and the municipal tax free non-AMT pool of approximately two hundred (200) million dollars. The municipal pool has a finite termination date of October 1st, 2019.
2. This contract may also include contingency planning for the State of Arizona Treasurer's Office. The contractor may be asked to perform as a back-up to internal managers in the event of an emergency. The contractor may be required to take additional management responsibilities if an emergency should occur and would need to demonstrate the capabilities of managing all the internal funds shown in Exhibit H.
3. Asset Allocations will be determined by ASTO staff from time to time and those allocations to external managers are to be managed to the duration target and credit profile of each pool's objective and policy. For any investment pool that has an external credit rating, the external managers shall manage assets for that pool in line with the criteria required to maintain the highest credit rating possible for that pool. (Currently Pool 5 is rated AA Af/ S1+ by S & P)
4. Securities purchased by an external fund manager will be required to be held at ASTO's custodial bank and will be subject to existing securities lending program operated by the custodial bank. (State Street Bank and Trust)
5. Funds managed by external managers should be considered extensions of the internal investment management team and are expected to follow the quarterly investment plans developed by the internal portfolio managers.
6. Any corporate credit exposure for the fixed income funds is limited to a 5% concentration limit per corporate name per pool assets.
7. Daily market values, holding reports and compliance of external managers will be provided by ASTO custodial bank as well as monthly performance of accounts. Manager performance will be measured against the benchmarks established for each investment pool.
8. External managers are expected to meet at least quarterly with the Investment Risk Management Committee and annually with the Board of Investment.

Exhibit B: Offeror Questionnaire

Firm Information

Please provide the following information:

1. Firm name.
2. Firm business address.
3. Firm telephone number, including country code.
4. Name of individual(s) completing the questionnaire.
5. Individual(s) telephone number(s), including country code(s), and address(es).
6. Individual(s) fax number(s), including country code(s).
7. Individual(s) e-mail address(es).
8. Date questionnaire completed (Day/Month/Year).
9. Firm classification:
 - Bank
 - Insurance Company
 - SEC-Registered Investment Adviser
 - Non-U.S. Registered Investment Manager (country and entity registered with:
_____)
 - Other; please explain_____.
10. A brief history of the firm, including ownership, with an emphasis on any material developments in the past three years. Please include prior names and the length of time your organization has been in business under its present name and ownership.
11. Organizational chart of the firm.
12. Firm's current succession plans.
13. Name of parent firm (if any) and the name of affiliations or subsidiaries (if any).
14. Date of firm inception.
15. Name of regulatory body overseeing the firm, and the dates of registration, as appropriate.
16. Firm's fidelity bond and fiduciary liability insurance policies, including coverage amounts.
17. Location of nearest office to the Arizona State Treasurer's Office.

Client Service

1. Please indicate the scope of services that will be provided for this account. Please include a description of how client servicing/communication responsibilities are divided between portfolio managers and client service/marketing personnel and how often portfolio managers meet with clients to review the portfolio.
2. Please describe the client-reporting process. How frequently are reports made available?

Compliance

1. Please describe the firm's compliance process.
2. To whom does the chief compliance officer report?
3. When was your firm's last regulatory inspection? Please provide a summary of the inspection results.

4. Has any regulatory body or market authority issued any orders or other sanctions against your firm in the last five years? If yes, please describe.
5. Is your firm or any affiliate the focus of any pending or ongoing litigation, formal investigation, or administrative proceedings related to money management activities? If yes, please describe.
6. Have the principals, managers or staff of your firm been under investigation related to money management activities in the last five years? If yes, please explain.

Governance

1. Please provide a summary of your firm's internal control structure.
2. Please describe any potential conflicts of interest your firm may have in the management of this account. If there are conflicts, please describe how they are addressed.

Trading

1. Please describe any restrictions you may have on client-directed transactions.
2. Please describe your policies and procedures concerning trading and execution, including those relating to:
 - How your firm seeks to achieve best execution;
 - How your firm ensures equitable trading for all clients (i.e., the account of one client is not favored above the account of another) and exceptions to this policy, if any;
 - Allocation of trades (e.g., by portfolio manager or automated);
 - Side-by-side management of hedge funds and other products, if applicable;
 - How your firm trades against clients (i.e. taking the opposite position).
3. If the firm is affiliated with a broker/dealer, an investment bank, insurance company, or other lines of business that are not asset management related, but could present conflicts, briefly describe your firm's policies and procedures for dealing or trading through or with these affiliates.

Brokerage/Soft Dollars

1. What is your firm's approach to the use of soft dollar arrangements?

Firm Risk

1. Please provide a short biography or resume of the person(s) who is (are) responsible for the overall risk management of your firm.

Exhibit C: Product Information

Personnel

1. Please provide a list of all key personnel involved in the management of this product (i.e., dedicated to the product), including the lead portfolio manager, marketing personnel, and research analysts. For the lead portfolio manager, please include the size and quantity of portfolios they currently manage within this product and any other strategies they work on. For each individual, please answer in the format below and attach biographies.

Name	Title	Education	Role at Firm	Total Inv. Exp. (years)	Tenure with Firm (years)

Assets Under Management

1. Please fill out the following tables for the current AUM below.
2. Please discuss the reasons for the loss of any accounts indicated in the table below (not including plan terminations).
3. Please provide a representative client list of public funds managed and three client references. For each reference, please include the client's name and the length of the relationship as well as the client's e-mail address and phone number.

Account Type	Asset Amounts	Number of Accounts
Corporate		
Public fund		
Union/multi-employer		
Foundation and endowment		
Insurance		
Other, please explain		
Total		

	Public Accounts Lost			Public Accounts Gained		
	No.	Dollars (US\$ Millions)	% of Product Assets	No.	Dollars (US\$ Millions)	% of Product Assets
2018						
2017						
2016						
2015						
2014						
2013						
2012						
2011						
2010						
2009						
2008						

Investment Philosophy and Process

1. Please briefly describe your firm’s investment philosophy.
2. Please discuss your firm’s investment strategy, screening processes, and portfolio construction methodology in general and in terms of how you would manage any funds for the ASTO investment Pools?
3. How do you decide to buy or sell a security?
4. Are portfolios managed by individual managers or teams?
5. Do managers follow a “model” portfolio, and if so, to what extent is management permitted to deviate from such a model portfolio?
6. How frequently are investment policy or strategy meetings held?
7. For \$1 NAV portfolios, have any of your portfolios “broken the buck”, lost principal, interest or have there been any restrictions on access to funds in any \$1 NAV funds operated by your firm in the past five (5) years?
8. Describe your credit review process.

Product Risk

1. Please describe how your firm controls portfolio investment risk.

2. How does your firm currently measure/track risk for a public funds account (e.g., standard deviation, beta, other)?
3. Do you stress test your portfolios? If so, how do you stress test your portfolios?

Research

1. Please provide an overview of your research, including the use of fundamental, technical, and quantitative analyses. Please provide any additional comments that are unique to your firm.
2. What is the distribution of your portfolios managed in this investment approach according to the following capitalization ranges (in U.S. dollars) for the last five years?

Range	% of Portfolio by Year				
	2018	2017	2016	2015	2014
\$0 to \$250 Million					
\$250 Million to \$500 Million					
\$500 Million to \$1 Billion					
\$1 Billion to \$5 Billion					
\$5 Billion to \$10 Billion					
\$10 Billion +					
	100%	100%	100%	100%	100%

Exhibit D: Fees & Account Minimums

Fees and Account Minimum

1. Please list your fee schedule for this product. Please include performance-based fees, the basis for those fees, and any other fees that may be applicable to the managing of this account.
2. What is the minimum account your firm will accept?
3. Does your firm charge a minimum annual fee? If so, what is this fee? Will it stay the same or change in the future based on some set formula?
4. Under what circumstances are fees negotiable?
5. What is your billing frequency?
6. Have you or will you pay a finder's fee to any third party for business related to this account?

Exhibit E: Performance

Performance

1. If your firm is GIPS® compliant, please attach a GIPS-compliant presentation for similarly managed accounts.
2. If your firm is NOT GIPS compliant, please either attach a chart detailing your firm’s performance for similarly managed accounts for at least the past five (5) years, including as much detail as possible beyond merely performance data, OR fill out the following table:

Year	Gross of Fees Return (%)	Net of Fees Return (%)	Benchmark Return (%)	Number of Portfolios	Total Public Account Composite Assets	Total Firm Assets
2017						
2016						
2015						
2014						
2013						

GIPS Compliance

Please respond to Questions 1– 2 if your firm is GIPS compliant:

1. How many years has your firm been GIPS compliant?
2. Has your firm been verified? Please specify the name of your verifier and provide a verification letter. Please provide the number of years your firm has been verified.
3. Please respond to question below if your firm is NOT GIPS compliant:
 - Please name and define the composite for the strategy that is the subject of this RFP.
 - When presenting gross of fees returns, please disclose if any other fees are deducted in addition to trading expenses.
 - When presenting net of fees returns, please disclose exactly what other fees are deducted in addition to the investment management fees and trading expenses.
 - If your firm uses a custom benchmark, please describe the benchmark and the process and rationale behind the creation of this benchmark.
 - Please disclose the policy used to allocate cash to disburse returns, if applicable.

- Please disclose the use of any sub adviser(s) and the periods used.
- Is there a minimum asset level below which portfolios are not included in a composite? If so, what is that level?
- Is additional information regarding policies for calculating and reporting returns available upon request?
- Please disclose if your firm does not value portfolios at the end of each month (i.e., either the last day of the month or the last business day of the month). If so, please explain why not.

Exhibit F: ASTO Investment Policy

Statement

1. Click or copy and paste link below to see the Arizona State Treasury's, Investment Policy Statement.

<https://aztreasury.gov/pdf.php?file=/wp-content/investmentpolicy/Investment%20Policy.pdf>

2. This RFP is for the funds that are currently managed externally.
3. Those funds are:

- POOL 3 - STATE AGENCIES II (Diversified Asset Mix)
- POOL 10 – YIELD RESTRICTED AND TAX-EXEMPT NON-AMT POOL.

However, the contractor should be able to demonstrate that they have the capabilities of managing any of the funds in the investment policy on a contingency basis.

(Excluding Pools 9, 9A and 15)

Exhibit G: Pool Balances (as of December 31, 2017)

External

Pool 3: State Agencies II – Diversified Asset Mix	\$ 104,830,781
Pool 10: State Operating Tax-Free Muni Non-AMT	\$ 216,326,227 *

(*Pool 10 will terminate October 1st, 2019)

Internal

Pool 2: State Agencies I – FF&C	\$ 1,131,365,852
Pool 3: State Agencies I – Diversified Asset Mix	\$ 1,412,000,027
Pool 4: State Agencies IV – Restricted Diversified	\$ 1,201,658,771
Pool 5: LGIP	\$ 1,326,835,164
Pool 7: LGIP Gov – FF&C	\$ 1,425,466,342
Pool 10: State Operating Yield Restricted	\$ 946,462,713
Pool 12: CAWCD Medium-Term	\$ 398,983,583
Pool 16: ECDHB	\$ 348,707,486
Pool 500: LGIP Medium-Term	\$ 351,149,262
Pool 700: LGIP – FF&C Medium-Term	\$ 152,056,484
Pool 205: Endowment Fixed Income	\$ 2,155,437,695
Pool 123: Fixed Income	\$ 66,051,240
Pool 201: S&P 500 Indexed (Large Cap)	\$ 2,151,903,145
Pool 203: S&P 400 Indexed (Mid Cap)	\$ 902,888,875
Pool 204: S&P 600 Indexed (Small Cap)	\$ 607,944,289

Exhibit H: Copy of A.A.C. R2-7-103 [Confidential Information]
as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
 - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 - 2. The designated information is not confidential; or
 - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

Exhibit I: Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ THE INSTRUCTIONS TO BIDDERS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS: (SECTION II OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.

- NO – Offeror acknowledges that it has read and understands the Instructions to Offerors of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Exhibit I Supplement 1**.

CONFORMANCE TO THE SCOPE: (SECTION V OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Scope Document of the Solicitation Documents and attests that its Offer complies.

- NO – Offeror acknowledges that it has read and understands the Scope Document in Part 2 of the Solicitation Documents and attests that its Offer complies EXCEPT FOR the exceptions listed in **Exhibit I Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS: (SECTION VII OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits of the Solicitation Documents and attests that its Offer complies with both.

- NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Exhibit I Supplement 3**.

**Exhibit I Supplement No. 1:
Exceptions to Instructions**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
No.1: Instructions to Offerors		

Company Name

Signature of Person Authorized to Sign

**Exhibit I Supplement No. 2:
Exceptions to Scope of Work**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
No. 2: Scope of Work		

Company Name

Signature of Person Authorized to Sign

**Exhibit I Supplement No. 3:
Exceptions to Contract Terms & Conditions**

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
No.3: Special Terms & Conditions		

Company Name

Signature of Person Authorized to Sign

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
No.3: Uniform Terms & Conditions		

Company Name

Signature of Person Authorized to Sign