



**ARIZONA COMMERCE AUTHORITY (ACA) UNIFORM INSTRUCTIONS TO OFFERORS
FOR PROCUREMENT AND GRANTS AND OTHER ADMINISTRATIVE ISSUES
PROMULGATED PURSUANT TO A.R.S. §§ 41-2501 and 41-2706**

- 1. Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - 1.1. “*ACA*” means the Arizona Commerce Authority.
 - 1.2. “*ACA Fiscal Year*” means the period beginning with July 1 and ending June 30.
 - 1.3. “*Attachment*” means any item a Solicitation requires an Offeror to submit as part of an Offer.
 - 1.4. “*Chief Procurement Officer*” means the individual at the ACA acting under the authority granted by ACA to act in such capacity or any person delegated authority by the Chief Procurement Officer. The ACA Chief Operating Officer shall serve as the Chief Procurement Officer, unless otherwise stated by the ACA in writing.
 - 1.5. “*Contract*” means the combination of the Solicitation or Request for Grant Applications, the contract or agreement between ACA and the Contractor, including the Uniform and any Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.6. “*Contract Amendment*” means a written document signed by the parties that is issued for the purpose of making changes in the Contract.
 - 1.7. “*Contractor*” means any person who has a Contract or who receives a Grant with the Arizona Commerce Authority (ACA).
 - 1.8. “*Days*” means calendar days unless otherwise specified.
 - 1.9. “*Director*” means the chief executive officer of the ACA.
 - 1.10. “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.11. “*General Information Form*” means a form required by Solicitations providing general contact information and an affirmation statement of offer and acceptance. Other information may be requested in the form depending upon the Solicitation.
 - 1.12. “*Grant Application*” means any process through which ACA is overseeing the issuance of grants in which a party is applying for, or seeking to become a Contractor who receives any grant, contract, agreement or other financial relationship with the ACA that involves the ACA paying or providing funds, either directly or in conjunction with another public

- or private entity, for the party applying for the funds to provide goods or services to the ACA, the citizens of or the state of Arizona.
- 1.13. “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.14. “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.15. “*Offer*” means an offer to provide the goods and/or services specified in a Solicitation, such as a bid, proposal, grant application, response, or quotation.
 - 1.16. “*Offeror*” means a vendor or other party who submits an Offer to the ACA. May also be referred to as an “*Applicant*” within a Solicitation document.
 - 1.17. “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance but does not include employment agreements or collective bargaining agreements.
 - 1.18. “*Solicitation*” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), a Request for Grant Applications (“RGA”) or a Request for Quotations (“RFQ”).
 - 1.19. “*Solicitation Amendment*” means a written document that is signed by the ACA and issued for the purpose of making changes to the Solicitation.
 - 1.20. “*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.

2. Inquiries

- 2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing via email (inquiries), and examine its 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.
- 2.2. 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 ACA representative or employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

- 2.3. Submission of Inquiries. Inquiries must be submitted in writing via email. The Solicitation document will provide appropriate contact information for inquiries. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. The ACA shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date (or by the questions due date provided in the solicitation, if applicable) to allow time for review and determination by the ACA. Failure to do so may result in the inquiry going unanswered or not being considered for a Solicitation Amendment.
- 2.5. 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.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. 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 written clarifications or a written Solicitation Amendment.
- 2.8. 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.

3. Offer Preparation

- 3.1. Submission of Offers. An Offer shall be submitted in the manner instructed in the Solicitation. Solicitations are available and posted on the ACA website [<https://www.azcommerce.com/about-us/public-notice/>]. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the provided forms, unless the Solicitation indicates otherwise.
- 3.2. Evidence of Intent to be Bound. The General Information Form within the Solicitation shall be submitted with the Offer and shall include an acknowledgement for electronic submissions by a person authorized to sign the Offer on behalf of the Offeror. The signature shall be submitted via some form that can be electronically verified and clearly state and signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation. It also must make clear that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound in a proper format as outlined here shall result in rejection of the Offer.
- 3.3. 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 ACA in writing. The Offeror's preprinted or standard terms will not be considered by the ACA as a part of any resulting Contract.
- 3.3.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.3.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the ACA's evaluation of an Offer 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.
 - 3.3.3. Grant Applications. All exceptions that are contained in the Offer may negatively affect the ACA's proposal evaluation based on the evaluation criteria stated in the Application or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Application may be rejected.
 - 3.4. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities as part of the Offer or Application, unless the Solicitation specifically provides otherwise.
 - 3.5. Cost of Offer Preparation. The ACA will not reimburse any Offeror the cost of responding to a Solicitation or Application.
 - 3.6. Federal Excise Tax. The ACA is exempt from certain Federal Excise Tax on manufactured goods. An Exemption Certificate will be provided by the ACA.
 - 3.7. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the General Information Form.
 - 3.7.1. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the ACA for the purposes of reporting to appropriate taxing authorities, monies paid by the ACA 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.
 - 3.8. Identification of Taxes in Offer. The ACA is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item Offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
 - 3.9. Disclosure. If the firm, business or person submitting an Offer or Grant Application has been debarred, suspended or otherwise lawfully precluded from participating in any public

- procurement activity, including being disapproved as a contractor, grant recipient, or 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.
- 3.10. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
 - 3.11. Immigration Compliance. By signing the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with state and federal immigration laws and regulations relating to the immigration status of their employees. The ACA may require the Offeror to establish compliance with the employment verification provisions prescribed by 8 U.S.C. § 1324(a) and (b) of the Federal Immigration Nationality Act (“FINA”) (See 8 U.S.C. Ch. 12) and the E-Verify requirements prescribed by A.R.S. § 23-214(A). The ACA may, at its sole discretion, require evidence of compliance during the evaluation process. Should the ACA request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
 - 3.12. No Israel Boycott. By signing the Offer, the Offeror certifies that the Offeror and any subcontractors are not currently engaged in, and agrees for the duration of any contract not to engage in, a boycott of Israel, as defined in A.R.S. § 35-393.
 - 3.13. No Uyghur Forced Labor. By signing the Offer, the Offeror certifies that the Offeror and any of its subcontractors do not, and for the duration of any contract will not, use any labor, services, goods, suppliers, subcontractors, or sub-subcontractors that violate A.R.S. § 35-394.
 - 3.14. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the ACA or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
 - 3.15. Other Arizona and federal law. By signing the Offer, the Offeror certifies it shall perform all of its obligations in conformance with applicable federal and Arizona state, county, and municipal laws, codes, rules, and regulations.

4. Submission of Offer

- 4.1. Offeror Submissions. Offers shall be submitted in the format and manner described within the Solicitation.
 - 4.1.1. Electronic Submission. Where the ACA requires or states it will accept an Offer electronically, the ACA may require Offers to be submitted via electronic means such as email or through a designated portal. Offerors are responsible for system requirements prior to submittal. Successful delivery is the sole responsibility of the Offeror unless otherwise informed by the ACA. Email attachments are limited to 25G. Larger file sizes may be transmitted via an online file share platform if permitted in the solicitation.
 - 4.1.2. Hard Copy Submission. Where the ACA requires or states it will accept an Offer as a hard copy submission, Offers 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 name of the Offeror and Solicitation number. Offeror is strictly and solely responsible for procuring a receipt, affidavit, or other form of proof evidencing the Hard Copy Submission was received by the deadline and in the manner stated in the Solicitation. The ACA may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2. 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.
- 4.3. Public Record. All Offers submitted and opened are subject to public records laws and must be retained by the ACA. Offers shall be open to public inspection after Contract award, except for such Offers, or portions thereof, deemed by the ACA to be exempted from legal public access requirements. 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 ACA shall determine whether the identified information may be treated as confidential pursuant to applicable laws, rules and regulations. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- 4.4. Non-collusion, Employment, and Services. By signing the General Information Form or other official contract form, the Offeror certifies that:
 - 4.4.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.4.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, ACA and local laws and executive orders regarding employment.

5. Evaluation

- 5.1. 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.
- 5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected. The ACA reserves the right to extend the Offer Acceptance Period up to the end of the Offer Acceptance Period, so long as the extension is, in the ACA's opinion, in the best interests of the ACA. If the Offer Acceptance Period is extended, all parties who have expressed interest shall be provided Notice of the extension in writing.
- 5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.6. 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 eighty (180). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred eighty (180) days from the Best and Final Offer due date.
- 5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the ACA reserves the right to:
 - 5.7.1. Waive any minor informality;
 - 5.7.2. Reject any and all Offers or portions thereof; or
 - 5.7.3. Cancel the Solicitation.

6. Award

- 6.1. Number of Types of Awards. The ACA reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the ACA. If the ACA determines that an aggregate award to one Offeror is not in the ACA's best interest, "all or none" Offers shall be rejected.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights

on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the ACA's signature on the General Information Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

- 6.3. Effective Date. The effective date of this Contract shall be the date that the ACA signs the General Information Form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

7.1. Initiating a Protest.

7.1.1. Filing of a Protest. Any interested party may protest a Solicitation, a determination of not susceptible for award, the proposed award, or the award of an ACA contract.

7.1.2. Content of protest. The protest shall be in writing and shall include the following information:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Request for proposal number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
5. The form of relief requested.

7.2. Time for Filing Protests.

7.2.1. Protests concerning improprieties in a Solicitation. If the protest is based upon alleged improprieties in a Solicitation that are apparent before the offer due date and time, the interested party shall file the protest at least ten (10) days before the due date and time. Protests based upon alleged improprieties in a Solicitation that are apparent before the Solicitation opens shall be filed before the Solicitation opens. Protests concerning improprieties that do not exist in the initial Solicitation but that are subsequently incorporated into the Solicitation shall be filed by the next closing date for a response to the Solicitation following the incorporation.

7.2.2. Protests concerning procurement evaluations or decisions. In cases other than those covered in subsection 7.2.1 of this rule, protests shall be filed with the ACA within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier.

7.2.3. Request for extension of time to file protest. The interested party may submit a written request to the ACA for an extension of the time for the protest filing set forth in this rule. The request shall be submitted before the expiration of the applicable time limit and shall set forth good cause as for why the party is unable to submit the protest within the period described in this rule. The ACA shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

- 7.2.4. Good cause. If the protester shows good cause, the ACA may consider any protest that is not filed timely, as permitted by Arizona law.
- 7.2.5. Notice. The ACA shall immediately give notice of the protest to all interested parties.
- 7.3. Stay of Procurements during Protest. If a protest is filed before the award of a contract or before performance of a contract has begun, the award may be made or contract performance may proceed, unless the ACA stays the contract award or performance on determining in writing that there is a reasonable probability that the protest will be sustained or that a stay is not contrary to the best interests of the ACA.
- 7.4. Confidential Information.
 - 7.4.1. Withholding of information. Material submitted by a protester shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law.
 - 7.4.2. Notification of material that should be withheld. If the protester believes the protest contains material that should be withheld, a statement advising the ACA of this fact shall accompany the protest submission.
- 7.5. Decision by ACA.
 - 7.5.1. The ACA shall issue a written decision within 14 days after a protest has been filed. The decision shall contain an explanation of the basis of the decision.
 - 7.5.2. The ACA's Chief Procurement Officer may, for good cause, seek to extend the time to respond to a protest by making a request for an extension in writing to the Director stating the good cause.
 - 7.5.3. 7.5.1.2 The Director may grant such an extension for a reasonable period, up to an additional 30 days beyond the original deadline for a decision, so long as the extension is granted in writing.
 - 7.5.4. The ACA shall furnish a copy of the decision to the protester, by certified mail, return receipt requested, by electronic mail, or by any other method that provides evidence of receipt.
 - 7.5.5. The ACA may, upon consent of the Director and pursuant to a written notification to all interested parties, set forth a new date to issue a written decision later than the 14-day deadline described in 7.5.1. The ACA's notification shall set forth a new date for its submission of the decision, not to exceed an additional thirty days beyond the deadline described in 7.5.1.
 - 7.5.6. If the ACA fails to issue a decision within the time limits set forth in subsections 7.5.1 and 7.5.3, the protester may proceed as if the ACA had issued an adverse

decision.

7.6. Remedies.

- 7.6.1. If the ACA sustains the protest in whole or part and determines that the proposed award does not comply with applicable law and policies, the Chief Procurement Officer shall implement an appropriate remedy.
- 7.6.2. In determining an appropriate remedy, ACA shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, costs to the government, the urgency of the procurement, and the impact of the relief on the ACA's mission.
- 7.6.3. An appropriate remedy may include one or more of the following:
 1. Decline to exercise an option to renew under the Contract;
 2. Terminate the Contract;
 3. Amend the Solicitation;
 4. Issue a new Solicitation;
 5. Award a contract consistent with procurement statutes and regulations; or
 6. Such other relief as is determined necessary to ensure compliance with procurement statutes and regulations.

7.7. Appeals.

- 7.7.1. Written Appeal to Director. An interested party may appeal the decision entered by the Chief Procurement Officer to the Director by filing a written appeal within thirty (30) days of the date the decision is received. The interested party shall file a copy of any appeal made pursuant to this section with the Director and the Chief Procurement Officer. The Director may take any of the following actions with respect to an appeal made under this subsection:
 1. Deny the appeal, in whole or in part based upon the written appeal filed, so long as the determination is made in writing and states the factual and legal basis for denying the appeal;
 2. Sustain the appeal, in whole or in part, and determine that a Solicitation, a determination of not susceptible for an award, or a proposed or actual contract award does not comply with the Solicitation, these rules or Arizona law, and implement an appropriate remedy; or
 3. Schedule a hearing to resolve the appeal as an appealable agency action under Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes.
 4. Refer the appeal of the Decision to the Office of Administrative Hearings as an appealable agency action pursuant to Title 41, Chapter

6, Article 10 of the Arizona Revised Statutes and request an action described in section 7.7.3.

- 7.7.2. If an interested party appeals a decision of the Chief Procurement Officer pursuant to section 7.7.1 and a decision is rendered pursuant to either section 7.7.1.1 or 7.7.1.2 by the Director, then the Director shall issue such written decision to the protestor within fourteen (14) days after the appeal is filed. The Director may, pursuant to a written notification to all interested parties, set forth a new date to issue a written decision under this section that is later than the 14-day deadline described by this section, but not to exceed an additional thirty (30) days beyond the deadline described in this section.
- 7.7.3. If the Director elects to hold a hearing pursuant to section 7.7.1.3, above, then the ACA shall serve a notice of hearing on all parties to the appeal at least thirty (30) days before the hearing. The notice shall include a statement of the time, place, and nature of the hearing, the legal authority and jurisdiction under which the hearing is to be held, the particular sections of the statutes and rules involved, and a short and plain statement of the matters asserted. The decision to expedite a hearing on any appeal or hold any prehearing conferences is at the discretion of the Director, except where required by law.
- 7.7.4. In the event that the Director determines to refer the appeal of the Decision to the Office of Administrative Hearings (“OAH”) as an appealable agency action under Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes, the ACA shall file a complete report on the appeal with the OAH within 14 days from the date the appeal is filed, providing a copy to the claimant at that time by certified mail, return receipt requested, by electronic mail, or by any other method that provides evidence of receipt and demonstrates service under the Rules of the OAH. The report shall include a copy of the claim, a copy of the ACA’s decision, if applicable, and any other documents or information that ACA determines are necessary to explain the nature of the claim. The Director may, pursuant to a written notification to all interested parties, set forth a new date to issue a written decision under this section that is later than the 14-day deadline described by this section, but not to exceed an additional thirty days beyond the deadline described in this section.
- 7.7.5. If a stay was issued pursuant to section 7.3, above, the filing of an appeal shall automatically continue the stay unless the ACA makes a written determination that the award or contract performance without delay is necessary to protect substantial interests of the ACA.
- 7.7.6. In any protest or appeal, the ACA may, in its sole discretion, request to hold an informal settlement conference with all interested parties. The conference may be held at any time prior to a final administrative decision. If an informal settlement conference is held, a person with the authority to act on behalf of the interested party must be present. The ACA shall notify the interested parties in writing that statements made at the conference, oral or written, created or expressed solely for the purpose of settlement negotiations are inadmissible in any subsequent administrative or judicial hearing. Should any interested party choose not to

participate in the informal settlement conference, then the ACA, in its sole discretion, may conduct the conference with those interested parties that appear, reschedule the conference, or terminate the conference.

7.7.7. If any informal settlement conference pursuant to 7.7.6 results in a full settlement agreement between all interested parties, then that agreement shall be reduced to writing, signed by the interested parties, and entered as the final administrative decision in the proceeding. If the interested parties do not reach agreement on all matters at issue in the proceedings, but do agree to resolve one or more contested issues, that partial agreement shall be reduced to writing, signed by the interested parties, and bind the interested parties through the remainder of the proceedings.

7.7.8. Any decision made by the ACA under section 7.5 and its subsections is to be reviewed under the most deferential standard allowable under applicable Arizona law, as determined by any administrative or judicial body that may validly review the ACA's decision.

7.8. Applicable Law. Arizona law shall govern all disputes arising out of Solicitations. (Please note: The ACA is exempt from Title 41, Chapter 23 of the Arizona Revised Statutes (the Procurement Code)).

8. Contract Claims.

Controversies involving claims relating to a Contract shall be resolved as prescribed in the terms and conditions of the Contract.

9. Document Revisions

- 9.1. Version Control. The purpose of this process is to ensure the Uniform Instructions for Offerors is revised, reviewed, and approved consistently and efficiently. This document is issued to establish provide guidance for submitting proposals or applications to the ACA for public solicitations.

When this document is revised, it will be revised in its entirety meaning that all pages will contain the same version date. All revisions must have a record in the table below stating the date of the finalized revision, notes on what was changed, who created the revision, and the ACA representative that approved the revision before it was made available for use.

9.2. Record of Revisions

Revision No.	Revision Date	Summary of Changes	Revised By	Approved By
1	07/22/2026	For the purposes of this Version Control record, this revision will be assigned as Revision #1. Added reference to A.R.S. in document title; added "CPO", "Director", and "Grant Application" to Section 1. Updated guidance in Section 3 including (i) removal of Solicitation Order of Precedence, requirement to sign Solicitation Amendments, Typed or Ink; Corrections, added 3.12 through 3.15. Updated guidance in Section 4 including Electronic Submission and Hard Copy Submission. Added extension of Offer Acceptance Period to Section 5.4 Updated Section 7 including the addition of Request for extension of time to file protests. Updated Section	Scott Roney Teri Orman	Ken Burns