



## **Procurement and Contracting Services**

**REQUEST FOR PROPOSAL**

**ORACLE CLOUD FINANCIALS IMPLEMENTATION SERVICES**

**Please mark all proposal submission  
Files with the following information**

**Sealed RFP # L192207  
Due on March 28, 2022 no later than 2:00 PM, MST**

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for  
**REQUEST FOR PROPOSALS NO. L192207**

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**RFP ATTACHMENTS**

Attachment 1: Model Statement of Work (can be used as starting point for required response)

Attachment 2: Cost Schedules (response required)

Attachment 3: Current Arizona Systems Environments (informational)

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## PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSALS, RFP # L192207

### 1.0 STATEMENT OF WORK

**1.1 Summary.** The Arizona board of Regents (ABOR), on behalf of the University of Arizona (University), is soliciting proposals from interested vendors to furnish the University with implementation services for a new financial system. The University has awarded Oracle Cloud Financials (Oracle) for the Financial Management Software as a Service (SaaS) solution and is looking for services to implement the new Oracle system.

The University is procuring comprehensive implementation, integration and change management services needed to configure, and deploy Oracle. In addition, the prime implementation services contractor will be expected to manage interactions and support with Oracle America, Inc. during the implementation contract period. *Please see Section 5 for more information regarding project scope and timing.*

**1.2 Objectives and Challenges.** The University has identified the following major objectives and potential challenges for its Financials Modernization implementation:

#### 1.2.1 Objectives

- Work in a spirit of shared governance and open communication to effectively foster change.
- Implement a Chart of Accounts (COA) structure that allows for alignment across campus.
- Standardize business processes based on centralized best practice processes.
- Automate business processes, rules, and enable automated auditing.
- Increase usage of core system functionality in lieu of external systems.
- Allow staff to concentrate on business improvements rather than upgrades (*higher value initiatives instead of day-to-day operations*).
- Operate at the current release level, multiple releases per year.
- Implement an integrated modern travel solution.

#### 1.2.2 Challenges

- The current COA does not provide the level of detail needed for unit operations and reporting.
- Units define a set of COA segments and values differently, making consolidated reporting at a detailed level difficult or impossible.
- Units maintain their own locally supported helper systems that must be reconciled to Kuali Financial System (KFS), the University's system of record.
- UAccess Student, UAccess Employee and UA Foundation Financials do not support the same COA as UAccess Financials, i.e., KFS, which complicates transaction classification and reporting.
- Units prepare reports based on data extracted from the University data warehouse using Analytics. Data extracted from the warehouse is not real time. Both result in decision-making based on delayed reporting and data.

- Financial Services has recently developed documentation of central processes, however, there are many decentralized processes that vary by unit and documentation may be non-existent or less current.

**1.3 Current Arizona System Environment.** The University uses Kuali Financials, which was implemented in 2011, as the comprehensive financial system. Kuali Financials modules include Accounts Receivable, Accounts Payable, Vendor Management, Capital Asset Management, Chart of Accounts/General Ledger, Financial Processing, Contracts and Grants, Purchasing/B2B, Labor Distribution, Workflow, Identity Management, and Effort Certification. Some modules have been modified by the University to meet operating needs. Monthly, the system processes 4,000 purchase requisitions, 15,000 payments, including 2,500 travel trips/reimbursements and handles over 16,000 purchasing card transactions. It contains over 21,000 active accounts and 1,000 object codes (natural accounts). There are over 1,000 average unique daily users and over 3,000 unique users in a month. Transactions use integrated workflow and document management. The University does not currently use a Travel module.

The University utilizes DocuWare to store and encrypt supporting documentation for transactions such as invoices, receipts, contracts, interface files and justifications. Currently, the University stores more than 3.3 million documents in DocuWare for Financials and is looking to enhance document management capabilities in the future.

The University has recently acquired Dell Boomi for master data management (MdM) and as an integration broker. For the new Financial System, the University would like to use MdM for data such as suppliers, buyers, etc. and use as an enterprise integration broker to integrate with other systems where it makes sense and adds value.

Currently, the University uses PeopleSoft Human Capital Management System (HCM) and PeopleSoft Student Administration System (SA). At this time, these solutions will be retained and integrated with the new Financial Management solution. Integrations to these systems are extremely critical, complex and implemented with different methods (flatfiles, intermediaries, etc). The University would prefer a more direct and real-time approach to these interfaces.

The University's eProcurement system, Arizona BuyWays, is licensed through Jaggaer and has been in place for over a decade. Modules licensed include order manager, requisition manager, contract manager, sourcing director, supplies manager, and 11+ electronic invoicing vendors. The Arizona BuyWays system supports the University's sustainability goals towards a paperless ordering system.

Arizona BuyWays is designed to be used by University employees to place orders for the items they need with electronic business office workflow approval routing. The system also identifies what type of item is being purchased and routes accordingly, if necessary, e.g., capital equipment, radioactive material. Procurement utilizes the Arizona BuyWays system to reduce buyer effort on non-value-add orders and to track spend against contracts. The application also has a module that allows the scientific community the ability to search for, order, manage, and track laboratory materials. This module, however, is not currently used by the University community. The system also supports the tracking of chemicals, which is required for the Department of Homeland Security. The University also maintains alcohol inventory, which is available to the University community for immediate research needs and offers internal catalogs available in Arizona BuyWays for immediate resale to departments. The University is seeking to either integrate Arizona BuyWays with the new financial system or continue using a third-party vendor for integration with the new financial system.

For budget and financial planning development, the University currently uses Axiom, as well as a legacy internal Budget Journal Voucher system called the "Request for Budget Change

(RBC) System.” Axiom is a cloud-based budget and planning software that was implemented fall 2019 and is used for budget construction and approval, with plans to expand into financial commitment tracking, in-year forecasting, long-range financial planning, and capital planning. The RBC system was developed internally shortly after our ERP migration to Quali Financials. The current plan is to build the budget journal voucher approval process within Axiom. Real-time integrations will be required to extract and load budget dimensions to all chart elements through Axiom ETL (Extract, Transform, Load) functionality. For more information on Axiom, please [visit their webpage](#), and for more information on the University’s implementation of Axiom please [visit our webpage](#).

University Analytics and Institutional Research (UAIR) manages the Enterprise Data Warehouse (EDW) as a core service to the University. The warehouse is built on an Oracle database and integrates data from all the core University systems - UAccess Student, UAccess Employee, UAccess Financials, UAccess Research, UAccess Budget and Planning (budget system and Axiom), Edge Learning, eIRB, eDisclosure, and others. Currently, financial data is highly intertwined with some of the outputs supporting critical processes in the other systems. Our intent is to load financial management data into the EDW so that we can continue to support existing reporting needs and business processes.

The University is a member of the AAU (Association of American Universities) and a public land-grant research university that uses Quali Coeus (migrating to Quali Research SaaS) as its research system of record. Currently, both the financial system and research system must be updated simultaneously to track new accounts, proposals, awards, and sub-awards. The University is seeking to integrate the new financial system with the research system. This would reduce duplicate entries processed in each system and would provide campus with up-to-date account information.

Most University supported systems have been moved to Amazon Web Services for cloud hosting including Quali Financials, Quali Research, PeopleSoft Human Capital Management System, PeopleSoft Student Administration System and Analytics for example.

Please see RFP Attachment 3, *Current Arizona Systems Environment*, for an overview of the current Arizona systems environment. In addition, the University has provided information about its systems for services scoping purposes in RFP Attachment 5, *Arizona Data Conversion Inventory*, and RFP Attachment 6, *Arizona Integrations Inventory*.

- 1.4 Period of Performance.** The period of performance of any contract resulting from this RFP is tentatively scheduled to begin in sufficient time for all in-scope components to be deployed and in production by July 1, 2024. The initial contract period is expected to be at least 18 months subject to change depending on contract negotiations. The University reserves the right to extend the contract as may be required and mutually agreeable by the parties. Amendments extending the period of performance, if any, shall be at the sole discretion of the University.
- 1.5 Coverage and Participation.** The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the University of Arizona

## 2.0 DEFINITIONS

- 2.1 Agreement /Contract.** All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.
- 2.2 Customer.** Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.
- 2.3 Contractor.** Same as Successful Vendor.
- 2.4 May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable.
- 2.5 MST.** Mountain Standard Time. We do not observe Daylight Savings Time.
- 2.6 Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of your proposal as non-responsive.
- 2.7 Proposal.** The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.
- 2.8 Proprietary Information.** Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary or confidential.
- 2.9 Provider.** Same as Vendor.
- 2.10 Request for Proposals (RFP).** A competitive process under which discussions and negotiations are allowed, it is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University with the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered but will not be the only factor of evaluation.
- 2.11 Respondent.** Same as Vendor.
- 2.12 Response.** Same as Proposal.
- 2.13 Responsible Vendor.** A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the materials, services, construction or construction services, to be provided; and who is in compliance with any and all licensing requirements of the State of Arizona.
- 2.14 Responsive Vendor.** A person who submits a proposal which conforms in all material respects to the Request for Proposals.
- 2.15 Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter a contract to provide the University with the products or services sought by this RFP
- 2.16 Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing, which take precedence over all other documents governing the transaction.
- 2.17 Supplier.** Same as Vendor.
- 2.18 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona.

- 2.19 Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 2.20 Vendor's Proposal.** Same as Proposal.
- 2.21 Vendor's Response.** Same as Proposal.
- 2.22 Oracle.** For purposes of this RFP, "Oracle" means the Oracle Cloud Financials products and other Oracle products purchased to replace the financial system.

### 3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

- 3.1 Original RFP Document.** The Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.
- 3.2 About the University.** For information about the University of Arizona, please visit the University's website, [www.arizona.edu](http://www.arizona.edu). For specific demographic information, visit [the University's Factbook](#).
- 3.3 University Purpose and Core Values.** The University of Arizona's purpose is working together to expand human potential, explore new horizons and enrich life for all. To fulfill this purpose, the University has adopted Core Values that apply to all faculty, staff, and students, as well as to those doing business with the University. The Core Values are central to the culture of the University, and vendors are encouraged to review and uphold them:
- Integrity – Be honest, respectful, and just
  - Compassion – Choose to Care
  - Exploration – Be insatiably curious
  - Adaptation – Stay open-minded and eager for what's next
  - Inclusion – Harness the power of diversity
  - Determination – Bear Down

For additional information regarding the University's Purpose and Core Values, please visit [our values page](#).

- 3.4 Schedule of Events.** The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University's needs.

02/25/2022 Issuance of RFP  
 03/03/2022 Mandatory Pre-Proposal Conference  
 03/07/2022 Questions/Inquiries due no later than 12:00 PM, MST  
 03/28/2022 RFP is Due March 28, 2022, no later than 2:00 PM, MST  
 04/25/2022-04/29/2022 Finalist Vendor Presentations,

- 3.5 Pre-Proposal Conference.** A mandatory pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP.

Notification of attendance should be made to Celeste Kanzig, by telephone (520)621-3067, or by email at [cdkanzig@arizona.edu](mailto:cdkanzig@arizona.edu).

**Date:** March 3, 2022  
**Time:** 1:00PM, MST

**Place:** The University of Arizona

<https://arizona.zoom.us/join/91611218568>

**The University will not accept a proposal from any vendor who did not have a representative attend the mandatory pre-proposal conference.**

The Buyer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Buyer, there is a need for such conference(s) in order to promote competition

**3.6 Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFP need or have questions about the University's accommodations for people with disabilities, please make arrangements with Celeste Kanzig. Celeste Kanzig, by telephone (520)621-3067, or by email at [cdkanzig@arizona.edu](mailto:cdkanzig@arizona.edu). Such requests should be made as early as possible to allow time to arrange the accommodation(s).

### **3.7 PROPOSAL PREPARATION INSTRUCTIONS**

**3.7.1 Vendor's Understanding of the RFP.** In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the University.

**3.7.2 University Provides Information in Good Faith without Liability.** All information provided by the University in this RFP is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted therefrom.

**3.7.3 Verbal versus Written Communication.** Verbal communication shall not be effective unless formally confirmed in writing by the specified University procurement official in charge of managing this RFP's process. In no case shall verbal communication override written communication.

**3.7.4 Questions, Communications and Inquiries between the University and Vendors.**

**All Vendor inquiries, questions and requests for clarification related to this RFP are to be directed, in writing via email, ONLY to the Buyer listed below. Once this RFP has been sent out, Vendors are not to contact any University Department, other than Procurement and Contracting Services, concerning this RFP, or risk**

Attn: Celeste Kanzig

Telephone No. 520-621-3067

Email: [cdkanzig@arizona.edu](mailto:cdkanzig@arizona.edu)

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this RFP.

**Informal communications** shall include but are not limited to requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, **with the exception of the Purchasing Department**, for information, comments, speculation, etc. Inquiries for clarifications and



information that will not require addenda may be submitted verbally to the Buyer named above, at any time.

**Formal communications** shall include but are not limited to the following:

- Questions concerning this RFP must be submitted in writing, and be received **no later than March 7, 2022 at 12:00PM MST.**
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University's best interests. These must be submitted in writing, and be received **no later than March 7, 2022 at 12:00PM MST.**
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than March 7, 2022 at 12:00PM MST.**
- Inquiries for clarifications /information that will **not** require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

**Informal communications shall cease on the date of distribution of this RFP and formal communications shall commence. On the date that the University notifies responding vendors of this RFP's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications may cease.**

- 3.7.5 Addenda and the University's Response to Communications from Vendor.** The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days. **All addenda will be only posted on our website: [pacs.arizona.edu](https://pacs.arizona.edu) > RFP-BID Opportunities**

***Vendors who want the addenda supplied to them in another form must notify Celeste Kanzig of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.***

**The University will not respond to any questions /requests for clarification that require addenda, if received by the University after March 7, 2022 at 12:00PM MST.**

- 3.7.6 Pricing and/or Revenue Proposal.** Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. Vendor's pricing and/or revenue proposals may not be modified after the RFP Due date and time unless University at its sole discretion decides that future negotiations will only enhance the Vendor's offer to University. Should University decide that such negotiations would not be in University's best interests, pricing and revenue offer by Vendor at Due date and time may be considered by University as the Vendor's best and final offer. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or

revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All-or-None" proposal, it shall be clearly and unambiguously marked as such.

- 3.7.7 Revisions to the RFP.** The University may revise any part of this RFP for any reason by issuing addenda. **The University will communicate additional information and addenda to this RFP by posting them on our web site. [pacs.arizona.edu](https://pacs.arizona.edu) > RFP-BID Opportunities**

**Vendors that want the revisions supplied to them in another way must notify the Buyer listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.**

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this RFP. The University may determine whether an addendum will be considered as part of this RFP and/or as part of any resultant contract. **The University shall reject vendors' responses to addenda if such responses are received after the RFP Due date and time.**

- 3.7.8 Attention to Terms and Conditions.** Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. **Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**
- 3.7.9 Required Signatures.** The University may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.
- 3.7.10 Proposal Organization.** Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in [Section 5.0](#). **Vendors should ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. The University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate.** The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.

- Original required sections from this RFP
- Any additional responses in corresponding sequence order
- Any additional supporting data

**3.7.11 Collusion Prohibited.** In connection with this RFP, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

**3.7.12 Improper Business Relationships /Conflict of Interest Prohibited.** In connection with this RFP, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

**3.7.13 Corrections, Changes, and Providing Information on Forms within the RFP.** Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.

**3.7.14 Proposal Bond.** Not Applicable

**3.7.15 Performance and /or Payment Bonds.** Not Applicable

**3.7.16 Anti-Kickback.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

### **3.8 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION**

**Proposals must be uploaded to the University's secure box no later than enter Due March 28, 2022 at 2:00PM.**

**Vendors, please be advised that it is *your sole responsibility* to ensure that your proposal is received as described in the paragraph above. The University shall not be responsible for any delay's that may occur.**

#### **Uploading Proposals to the University's Secure Box:**

Proposal responses will be accepted until the due date and time at:

<https://arizona.app.box.com/f/e4237fe32c274be0a975423e4577a93f>

**Please title your response in the upload folder as: RFP\_VendorName\_Response no later than March 28, 2022 at 2:00PM MST.** The University shall, at the specified Due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present via zoom for purposes of identifying which vendors have responded, if requested. The University will make no immediate decision at such time, and **there will be no disclosure of any information contained in any proposal until after formal notice of**

**award and execution of any contract resulting from this RFP.** When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. **The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals.** The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If the University determines that due to an insufficient number of proposals received, it would be in the University's best interest, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond.

**3.8.1 Proposal Costs.** The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

**3.8.2 Withdrawal of RFP.** Vendors may withdraw their proposals any time prior to the RFP Due date and time. Vendors may request to withdraw their proposals after the RFP Due date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP's to such vendors.

**3.8.3 University's Right to Use Vendor's Ideas /Proprietary Information.** If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that it is enclosed in a separate file from the proposal and that it is clearly designated and conspicuously labeled as such.**

The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is **enclosed in a separate file from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary. The file must also contain the reason(s) why the enclosed material is to be considered proprietary.** Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **At no time will the entire proposal be considered proprietary and be kept confidential.**

### **3.9 EVALUATION PROCESS AND AWARD**

**3.9.1 Contractual Intent /Right to Terminate and Recommence RFP Process.** The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of award, without prior notice, and

without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

**3.9.2 Effective Period of Proposals.** Under this RFP, the University shall hold that vendors' responses to this RFP shall remain in effect for a period of one hundred and eighty days (180) days following the Due date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.

**3.9.3 Proposal Acceptance/Rejection.** The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the Due date and time.

**3.9.4 Errors and Omissions in Vendors Proposals.** The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

**3.9.5 Determination of and Information Concerning Vendor's Qualifications.** The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

**3.9.6 Apparently Conflicting Information Obtained by Vendor.** The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFP.

**3.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

**3.9.8 Method of Award.** Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with Section 3.7.10 of this RFP. The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the evaluation criteria listed in this RFP in descending order of importance within each round as determined by the University of Arizona. Pricing must be a criterion. However, the University is under no obligation whatsoever to select a vendor merely based upon the most responsive proposal that demonstrates the lowest pricing.

### **Limiting Criteria**

The Limiting Criteria/Mandatory Qualifications of the offer will be evaluated on a pass/fail basis. Vendors should affirm and describe how they meet these criteria in 5.9.3 SERVICES FIRM QUALIFICATIONS AND EXPERIENCE. Any Vendor that does not meet the following criteria will be eliminated from further consideration:

- The Respondent will be required to be an Oracle Certified Implementation Partner;
- The primary implementation services vendor will be required to show it has successfully completed an implementation of Oracle where, (1) it acted as the primary provider of implementation services, AND (2) the client was a university in the United States.

### **Evaluation Criteria**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the University, which will determine the scoring of the proposals. The RFP Coordinator may contact the Respondent for clarification of any portion of the Respondent's proposal.

The following criteria will be used for evaluation and scoring purposes:

## **ROUND 1 SCORING**

### **Proposed Project Team Experience**

Points shall be assigned based on factors within this category, such as:

- Quality of proposed project team experience and references
- Previous experience in similar role
- Previous experience in higher education
- Previous experience with Oracle modules to be implemented

### **Project Approach and Methodology**

Points shall be assigned based on factors within this category, such as:

- Ability to demonstrate a methodology which allows multiple iterations starting with simple processes and data and progressing to more complex processes.
- Ability to meet University timeline, specifications and resource availability
- Completeness of approach proposed
- Fit of methodology to university needs
- Approach that reduces risk to the University and facilitates University-wide deployment and user acceptance

- Demonstrated quality of methodology from similar engagements
- Demonstrated project risk sharing

**Cost Proposal**

Attachment 2 – Cost Schedules will be used.

The Respondent must propose rates for the shown evaluated project roles in the Cost Proposal. The Respondent may add additional roles with hourly rate quotes in the Cost Proposal, but the hourly rates for those additional roles will not be used in the cost evaluation for Part B. Only the roles shown on Tab 4 of Attachment 2 – Cost schedules labeled “Evaluated Project Roles” will be used for allocating points for Cost Part B. “Other Project Roles”, on that same tab, will not be a part of the hourly rate evaluation.

**Firm Qualifications/Experience**

Points shall be assigned based on factors within this category, such as:

- Quality of firm references
- Stability of company business and financials
- Successful implementations/services at similar higher education institutions
- Compliance with University and Arizona contractual terms and conditions

**ROUND 2 SCORING**

**Vendor Interviews**

Based on the scoring of the proposals, the University, at its sole discretion, may elect to select the top-scoring firms as finalists for vendor interviews. Each finalist’s one-day interview will take place in April 2022 at a date selected by the University. Vendors who are asked to do a vendor interview will be provided with an agenda outlined by the University.

Points will be assigned based on factors such as:

- Proposal question responses, clarifications and BAFO
- Ability to implement within proposed resources, timeline and methodology
- Quality of proposal walk-through
- BAFO Cost Proposal
  - Attachment 2 – *Cost Schedules* will be used for the BAFO. The Respondent must propose rates for the shown evaluated project roles in the Cost Proposal. The Respondent may add additional roles with hourly rate quotes in the Cost Proposal, but the hourly rates for those additional roles will not be used in the cost evaluation for Part B. Only the roles shown on Tab 4 of Attachment 2 – *Cost schedules* labeled “Evaluated Project Roles” will be used for allocating points for Cost Part B. “Other Project Roles”, on that same tab, will not be a part of the hourly rate evaluation.

The University reserves the right to award the contract to the Respondent whose proposal is deemed to be in the best interest of the University and the state of Arizona.

**The contract will consist of the University’s RFP, the proposal with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.**

**3.9.11 Selection, Negotiation, Additional Information.** Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive and responsible vendor or

vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

- 3.9.12 Pre-Award Presentations.** The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.
- 3.9.13 Pre-Award Negotiations.** The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.
- Resolving minor differences and scrivener's errors
  - Clarifying necessary details and responsibilities
  - Emphasizing important issues and points
  - Receiving assurances from vendors
  - Obtaining the lowest and best pricing and/or revenue agreement
- 3.9.14 Notification of Non-Selection.** The University reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the University decides to notify such vendors in writing, it will send the notifications to the address or email indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on our [website](#).
- 3.9.15 Vendor's Need to Use Proprietary Rights of the University.** All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this RFP.
- 3.9.16 Public Record.** After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that it is enclosed in a separate file from the proposal and that it is clearly designated and conspicuously labeled as such. The file must also contain the reason(s) why the enclosed material is to be considered proprietary.** At no time shall the entire proposal be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **Pricing information cannot be considered proprietary or confidential.**
- 3.9.17 Certification.** By signature on the "Proposal Certification" form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor 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 proposal. In addition, Vendor certifies whether or not any employee of the University has, or has a relative who has, a substantial interest in any Agreement that may result from this RFP. Vendor also certifies their status with regard to debarment, or suspension by any Federal entity.



Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

## 4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. **In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Supplemental Agreement; Request for Proposals; Proposal.**

- 4.1 Actions of Successful Vendor.** The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.
- 4.2 Advertising.** The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.
- 4.3 Americans with Disabilities Act and Rehabilitation Act. The Successful Vendor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.**

All electronic and information technology and products and services to be used by University faculty/staff, students, program participants, or other University constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

**4.3.1 Electronic and Information Technology.** Any acquisition considered electronic and information technology (EIT) as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and, for web-based applications, WCAG 2.0, Level AA Guidelines. In addition, the submission of a completed Voluntary Product Accessibility Template (VPAT) is required so the University of Arizona may ascertain conformance. Proposals or bids without a completed VPAT may be disqualified from competition. The UA Guide to the VPAT and the templates themselves are available to assist vendors in this process. See information at <http://itaccessibility.arizona.edu/guidelines/purchasing/vpat>.

EIT is information technology (IT) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

- telecommunication products, such as telephones;
- information kiosks and transaction machines;
- World Wide Web sites;
- software;
- multimedia (including videotapes); and
- office equipment, such as copiers and fax machines.

The University of Arizona reserves the right to perform real-world testing of a product or service to validate vendor claims regarding Section 508 conformance. To facilitate testing, the vendor will, upon request, provide the University with access to the product being considered for purchase for a period of at least 30 calendar days.

**4.3.2 Services and Products.** An accessible *service or product* is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

Services provided include, but are not limited to:

- education and training;
- cultural and athletic events;
- vehicle rentals
- event space and lodging; and
- parking and transportation.

Products include, but are not limited to:

- office equipment;
- office and classroom furniture; and
- kiosks

**4.4 Conflict of Interest.** Pursuant to the provisions of Arizona Revised Statute § 38-511, the Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

**4.5 Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

**4.6 Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

**4.7 Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**4.8 Inspection and Audit.** Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at

all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.

- 4.9 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.10 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.11 Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
- 4.12 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.
- 4.13 Prohibited Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- 4.14 Small Business Utilization Program.** The University is committed to its [Small Business Utilization Program](#) and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.
- 4.15 Smoking and Tobacco Policy.** This policy applies to the University of Arizona main campus in Tucson, the Arizona Health Sciences Center, the Phoenix Biomedical Center, the UA Sierra Vista campus, and all University vehicles. The policy applies to University students, faculty, employees, contractors, volunteers, and visitors on its campuses and in its vehicles. To view the complete policy, click on <https://policy.arizona.edu/ethics-and-conduct/smoking-and-tobacco-policy>. The successful Vendor is expected to respect this tobacco free policy and fully comply with it.
- 4.16 Export Control.** Each party shall comply with all applicable export control laws and economic sanctions programs. Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government. The parties will comply with U.S. export control and U.S.

economic sanctions laws with respect to the export (including a deemed export) or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.

- 4.17 No Boycott of Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.
- 4.18 Safety Standards.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following guidance provided by OSHA, located at <https://www.osha.gov/coronavirus/safework>. In addition, Contractor, Contractor employees, and/or subcontractors who will be performing work in University of Arizona locations, indoor or outdoor, must review and abide by the University's [COVID requirements](#).
- 4.19 Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 4.20 Travel.** If authorized as part of any resulting contract, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with University Financial [Policy 9.12 Independent Contractors](#), items 33-42. Each request for reimbursement shall be itemized and accompanied by copies of original receipts. If applicable, reimbursements for airfare shall be for standard airline coach travel only. If applicable, reimbursement for auto travel and per diem shall be made at the rate permitted for State of Arizona employees. Note that the purchase of alcohol shall not be permitted as a reimbursable expense under this Contract. Vendor will submit all receipts and any required backup documentation to the University within 90 days after the applicable expenses were incurred. The University will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.
- 4.21 Administrative (Legal) Remedies.** The Arizona Board of Regents has promulgated [Administrative \(Legal\) Remedies](#) for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.22 Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 4.23 Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.
- 4.24 Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 4.25 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of

reasonable diligence, said party is unable to prevent. Neither the Supplier /Contractor nor the University shall be liable for failure to perform if such failure is caused by or due to acts on regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier /Contractor or the University. Neither party shall be under any further obligation to the other.

**4.26 Indemnification /Hold Harmless.** The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (“Indemnitees”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors of claims under similar such laws and obligations. Successful Vendor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

**4.27 Insurance Requirements.** Without limiting any liabilities or any other obligations of Successful Vendor, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and insurers acceptable to the University until all obligations under the Agreement are satisfied.

- Commercial General Liability (CGL) insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) general aggregate.
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

The insurance policies required in the two statements above shall be endorsed to name the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that the insurance afforded the Successful Vendor shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by the successful Vendor.

- If applicable, Worker’s Compensation insurance in accordance with applicable Arizona Statutes, for any employees engaged in the performance of Agreement; and
- Employer’s Liability insurance with a minimum limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits are in full force and effect.

**4.28 Additional Insurance Requirements (Consultants, Lawyers, Architects and Engineers Agreements).** In addition to the minimum insurance coverage and endorsement requirements

stated in the paragraphs above, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing:

- Professional Liability/Errors and Omissions insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) annual aggregate.

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits as stated within this paragraph and the above paragraphs are in full force and effect.

- 4.29 Intellectual Property.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.
- 4.30 Labor Disputes.** Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.
- 4.31 Laws and Regulations.** Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.
- 4.32 No Waiver of Right by the University.** No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement
- 4.33 Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact [Parking and Transportation Services](#) located at 1117 E. Sixth St., Tucson AZ 85721-0181.
- 4.34 Performance and /or Payment Bonds.** The Successful Vendor shall provide and pay for performance and/or payment bonds. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising thereunder, in such form as the University may prescribe and with approved sureties. The Successful Vendor shall deliver the required bonds to the University not later than the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.
- 4.35 Payment Terms.** Payments by the University shall be subject to the provision of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's

obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days

- 4.36 Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- 4.37 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.38 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.
- 4.39 Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.
- 4.40 Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 4.41 Right of Offset.** The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.
- 4.42 Termination**
- 4.42.1 Convenience.** The University reserves the right to terminate the Agreement in whole or in part at any time when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the Successful Vendor shall immediately 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 University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.
- 4.42.2 Default.** The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition

of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any Excess Costs incurred by the University in re-procuring the materials or services.

- 4.42.3 Gratuities.** The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.
- 4.42.4 Insolvency.** The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.
- 4.42.5 Lack of Funding.** The Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.
- 4.42.6 Stop Work Order.** The University may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
- 4.42.7 Suspension or Debarment.** The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the



Successful Vendor 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 Vendor of any public procurement unit or other governmental body.

- 4.43 Continuation of Performance through Termination.** The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.
- 4.44 Confidentiality.** The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.
- 4.45 Data Use, Ownership, and Privacy.** The terms of this section apply if Supplier receives, has access to, stores, or analyzes any UA Data (as defined below). As between the parties, UA will own, or retain all of its rights in, all data and information that UA provides to Supplier, as well as all data and information managed by Supplier on behalf of UA, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Agreement, even if generated by Supplier, as well as all data obtained or extracted through UA's or Supplier's use of such data or information (collectively, UA Data). UA Data also includes all data and information provided directly to Supplier by UA students and employees, and includes personal data, metadata, and user content.

UA Data will be UA's Intellectual Property and Supplier will treat it as UA Confidential Information (as defined below). Supplier will not use, access, disclose, or license, or provide to third parties, any UA Data, except: (i) to fulfill Supplier's obligations to UA hereunder; or (ii) as authorized in writing by UA. Without limitation, Supplier will not use any UA Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, UA's prior written consent. Supplier will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For UA Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by UA, Supplier will deliver, destroy, and/or make available to UA, any or all UA Data.

Notwithstanding the foregoing, if the Agreement allows Supplier to provide aggregated and de-identified data to third parties, then Supplier may provide such data solely to the extent allowed in the Agreement, and, unless otherwise stated herein, only if such data is aggregated with similar data of others (i.e. is not identified as UA, ABOR, or Arizona-specific).

- 4.46 Non-Discrimination, Affirmative Action.** Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**4.47 Assignment.** Contractor agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, trade secrets and other work product that is conceived, made or discovered by Contractor, solely or in collaboration with others, during the performance of this Agreement, including all copyrights, patents, or other intellectual property rights therein (collectively, “**Work Product**”), are the sole property of the University. To the extent allowable under law, all Work Product will be deemed “Work For Hire” under the Copyright Act. To the extent any Work Product is not “Work For Hire,” Contractor will assign (or cause to be assigned) and does hereby assign fully to University all right, title and interest in and to all Work Product. Contractor will assist University or its designee, at University’s expense, in every proper way to establish, secure, perfect and maintain University’s ownership rights in the Work Product, including the disclosure to the University of all pertinent information and data with respect thereto, and the execution of all applications, assignments and all other instruments reasonably requested by University.

**4.48 Pre-Existing Materials.** If, in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Contractor or in which Contractor has an interest: (i) Contractor shall inform University, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Work Product; and (ii) Contractor hereby grants University, under all of Contractor rights therein, a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, perform, display, prepare derivative works of, make, have made, sell and export such item as part of or in connection with such Work Product. Developer shall not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Work Product without University’s prior written permission.

#### **4.49 Information Security**

##### **4.49.1 Definitions**

**4.49.1.1 Authorized Users.** Authorized users means and is limited to (1) Authorized Employees; and (2) Vendor’s subcontractors, agents, and auditors who have a need-to-know or otherwise access data to enable the Vendor to comply with the Agreement, and who are bound in writing by confidentiality obligations sufficient to protect University Data in accordance with the terms hereof.

**4.49.1.2 Confidential Information.** Confidential information means any nonpublic information that is confidential or proprietary to a party and is disclosed or becomes known pursuant to this agreement. Except to the extent information is required to be kept private or confidential pursuant to other law, regulation, or policy, “Confidential Information” does not include information that is or becomes generally available or known to the public through no act of omission of the receiving party; was received lawfully from a third-party through no breach of any obligations of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of other party’s information.

- 4.49.1.3 University Data.** University data means any and all data, information, text, graphics, works and other materials that are collected, loaded, stored, accessible, transferred through and/or accessed by the University in the course of using Vendor's services, including, but not limited to: (1) updates, modifications and/or deletions; (2) all of the results from the use of services; and (3) all information and materials that you develop or acquire prior to, or independently of, the Agreement. University Data is Confidential Information.
- 4.49.1.4 Data Compromise.** Data compromise means any actual or reasonably suspected unauthorized access to, or acquisition of, data that compromises the security, confidentiality or integrity of the data or the ability of the University to access the data.
- 4.49.1.5 Information Security Incident.** Information security incident means any actual or reasonably suspected incident, or imminent threat of unauthorized access, use, disclosure, breach, modification, or destruction of University Data; interference with information technology operations; or significant violation of the University's information security policy or the information security provisions of this Agreement.

## **4.49.2 Concepts**

- 4.49.2.1 University Data Protection.** All facilities used by or on behalf of the Vendor to store and process University Data will implement and maintain administrative, physical, technical, and procedural safeguards in accordance with industry best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification or disclosure. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event, less than reasonable in view of the type and nature of the data involved. The Vendor must maintain the administrative, physical, technical and procedural infrastructure associated with the provision of services to the University in a manner that is, at all times during the term of this Agreement, at a level equal to or more stringent than those specified by the parties to this Agreement.
- 4.49.2.2 Access Control.** The Vendor will control access to the University's Data, limiting access to Authorized Users who have a legitimate need to know based on individual work assignment for the Vendor. The Vendor will trace approved access to ensure proper usage and accountability, and the Vendor will make such information available to the University for review, upon the University's request and not later than five (5) business days after the request is made in writing.
- 4.49.2.3 Patch Management.** Vendor will carry out updates and patch management for all systems and devices in a timely manner, applying security patches within five (5) business days or less based on reported criticality. Updates and patch management must be deployed using an auditable process that can be reviewed by the University upon the University's request and not later than five (5) business days after the request is made in writing. An initial report of patch status must be provided to the University prior to the effective date of this Agreement.
- 4.49.2.4 Scanning and Penetration Testing.** Prior to the Effective Date of this Agreement, and at regular intervals of no less than annually, and whenever a change is made which may impact the confidentiality, integrity, or

availability of University Data, and in accordance with industry standards and best practices, Vendor will, at its expense, perform scans for unauthorized applications, services, code and system vulnerabilities on the networks and systems used to perform services related to this Agreement. An initial report must be provided to the University prior to the Effective Date of this Agreement. Vendor will provide the University the reports or other documentation resulting from the audits, certifications, scans and tests within five (5) business days of Vendor's generation or receipt of such results. The Vendor will, if such results so require, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement and provide the University with written evidence of remediation. The following audits, certifications, scans, and tests are required:

- A vulnerability scan performed by a third-party of the Vendor's systems and facilities that are used in any way to deliver services under this Agreement;
- A formal penetration test performed by qualified personnel of the Vendor's systems and facilities in use in any way to deliver services under this Agreement; and
- The University may require the Vendor to perform additional audits and tests, the results of which will be provided to University within seven (7) business days of Vendor's receipt of such results.

**4.49.2.5 Encryption.** All systems and devices that store, process and/or transmit Confidential Information must use an industry standard encryption protocol for data in transit and at rest.

**4.49.2.6 Security Development.** Vendor will use secure development and coding standards; including secure change management procedures in accordance with industry standards. The Vendor's web applications must meet OWASP Application Security Verification Standards (ASVS). The Vendor will perform penetration testing and/or scanning prior to releasing new software versions. Vendor will provide internal standards and procedures to the University for review upon the University's request.

**4.49.2.7 Deterioration and Degradation.** Vendor will protect University Data against deterioration or degradation of quality and authenticity, including, but not limited to, annual data integrity audits performed by an independent, external organization.

**4.49.3 Notification.** Any notices or communications required or permitted to be given to the University under this Agreement must be (i) given in writing and (ii) transmitted by electronic mail transmission (including PDF), to the University Information Security Office at [security@arizona.edu](mailto:security@arizona.edu). Any such notice or communication must be deemed to have been given on the day such notice or communication is sent electronically, provided that the sender has received a read receipt or other replied acknowledgement of such electronic transmission.

**4.49.3.1 Notification and Data Compromise.** Unauthorized access or disclosure of nonpublic data is considered to be a breach. The Vendor will provide notification, as soon as it is aware of the Data Compromise or breach, to the University Information Security Office at [security@arizona.edu](mailto:security@arizona.edu). When

the Vendor is liable for the loss, the Vendor must bear all costs associated with the investigation, response and recovery from the breach, including, but not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website and toll-free telephone call center services. Any limitation on liability in this Agreement or elsewhere is void to the extent that it relieves a Vendor from its own negligence or to the extent that it creates an obligation on the University to hold the Vendor harmless.

**4.49.3.2 Incident Reporting.** Vendor will report all other Information Security Incidents to the University within 24 hours of discovery.

**4.49.3.3 Third-Party Requests.** The Vendor will notify the University immediately if the Vendor receives any third-party request for University Data, including but not limited to a subpoena, a court order, a public records request, a request directly from a data subject, or other type of inquiry or demand; or the location or method of transmission of University Data is changed. All notifications to the University required in this Information Security paragraph will be sent to the University Information Security Office at [security@arizona.edu](mailto:security@arizona.edu), in addition to any other notice addresses in this Agreement. In all such instances, to the extent legally feasible, the Vendor will not provide any University Data to such third-party and will instead direct the requestor to the University.

**4.49.4 Workforce Security and Location.** The Vendor will comply with workforce location and security clauses as outlined in this Agreement. Additionally, the Vendor will ensure their workforce is properly trained on information security and privacy practices of the University and on any information security or privacy regulations, as required by applicable rules. The Vendor must promote and maintain an awareness of the importance of securing the University Data to Employees and agents

**4.49.4.1 Offshore.** The University may select or restrict where University Data will be stored and where University Data can be processed, and the Vendor will store and/or process it there in accordance with the service terms. If a data location selection is not covered by the service terms (or a Data Location Selection is not made by the University with respect to any University Data), the Vendor will not be restricted in the selection of University storage or processing facilities. Any services that are described in this Agreement that directly serve the University and may involve access to sensitive University Data or development or modification of software for the University will be performed within the borders of the United States. Unless stated otherwise in this Agreement, this requirement does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Agreement. This provision applies to work performed by subcontractors at all tiers and to all University Data.

**4.49.4.2 Background Checks.** The Vendor must conduct background checks and not utilize any individual to fulfill the obligations of this Agreement, including subcontractors, if such individual has been convicted of any crime involving dishonesty or false statement including, but not limited to fraud and theft, or otherwise convicted of any offense for which incarceration for a minimum of one (1) year is an authorized penalty. Any such individual may not be an “Authorized User” under this Agreement.

**4.49.5 Audit.** The Vendor will, at its expense, conduct or have conducted such audits and certifications as defined under this section at least annually, and immediately after any actual or reasonably suspected breach. The Vendor will provide the University the results of any such audits as defined under this section, along with the Vendor's plan for addressing or resolving any shortcomings identified by such audits, within seven (7) business days of the Vendor's receipt of such results.

**4.49.5.1 Security Reviews.** The Vendor will complete one of the following audits at least annually and immediately after any actual or reasonably suspected Data Compromise: SOC 2 Type I or II, SOC for Cybersecurity, or an accepted Higher Education Cloud Vendor Assessment Tool. Evidence must be provided to the University prior to the Effective Date of this Agreement and at least annually thereafter.

**4.49.5.2 Reports.** The University reserves the right to annual, at a minimum, review of: Vendor access reports related to access to University Data; Vendor patch management process, schedules, and logs; findings of vulnerability scans and/or penetration tests of Vendor systems; and Vendor development standards and processes.

**4.49.5.3 Additional Audits at University Request.** The University may require the Vendor to perform additional audits and tests, the results of which will be provided to the University within five (5) business days of the Vendor's receipt of such results.

**4.49.6 Destruction and Return of University Data.** Except as permitted in other areas of the Agreement, the Vendor will promptly return the University's Confidential Information upon termination of this Agreement, the final performances of services under this Agreement, or upon the request of the University, whichever comes first. In the event the Vendor has non-unique copies of the University's Confidential Information that are also held by or returned to the University, the Vendor may, in lieu of returning such non-unique copies, destroy such Confidential Information in all forms and types of media and provide written confirmation or certification of such destruction.

**4.50 Performance Incentives.** The University expects to negotiate contract terms that ensure contract performance, including but not limited to a retainage on contract payments and/or liquidated damages on key project milestones.

**4.51 Contractor Personnel.** The Contractor shall assign all key resources identified in RFP Section 5.8.4 to complete all their planned and assigned responsibilities in connection with performance of the obligations of the Contractor under this contract. It is critical to the overall success of the project that the Contractor not remove or reassign, without the University's prior written approval (which approval shall not be unreasonably withheld) any of the key resources until such time as the key resources have completed all of their planned and assigned responsibilities. The unauthorized removal of key resources by the Contractor may be considered by the University as a material breach of contract.

The University shall have the right to approve the assignment and replacement by the Contractor of all personnel assigned to provide services, including, without limitation, the project team manager, other individuals named or described in the Contractor's proposal, and individuals as mutually agreed by the parties. Before assigning an individual to any of these positions, the Contractor shall notify the University of the proposed assignment, shall introduce the individual to the appropriate representatives of the University, and shall provide to the University a resume and any other information about the individual reasonably requested by the

University. The University reserves the right to interview the individual before granting approval. Whenever possible, the Contractor shall ensure that there is proper handoff of duties and knowledge from the previously assigned personnel to any proposed replacement personnel including adequate time spent on site in Tucson, AZ by the newly assigned personnel with the Project Team and Contractor resources to minimize any project set-backs or disruption.

In the event any one of the Key resources is reassigned, becomes incapacitated, or ceases to be employed by Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Contractor shall (i) within two business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within twenty (20) business days, permanently replace such replaced person with another person approved by the University and properly qualified to perform the functions of such replaced person.

The University reserves the right to require the Contractor to replace Contractor and/or subcontractor employees whom the University judges to be contrary to the best interests of the University. Before a written request is issued, authorized representatives of the University and the Contractor will discuss the circumstances. Upon receipt of a written request from an authorized representative of the University, the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the University the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the University only the right to require that the Contractor discontinue using an employee in the performance of services for the University.

**4.52 Employment of Project Personnel Restricted.** The Contractor shall not solicit for purposes of employment, make an offer of employment, or employ any current or former University employee whose work responsibilities included participating in this project, as either a full-time assignment or as part of their duties, until one (1) year following system implementation.

## 5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

**5.1 Term of Agreement.** (Implementation done by July 1, 2024. Additional services would be for a mutually agreed upon length of time up to ten years as needed.)

**5.2 Organizational Scope.** The Financial Management SaaS Solution services and associated costs shall support all campuses and locations of University of Arizona.

**5.3 Software Scope.** The University has announced its intent to procure the Oracle product services contained in an initial identification of functionality scope provided in RFP Attachment 7, *Modules in Scope*.

The University, at its discretion, reserves the right to add or remove functionality or modules and the associated services prior to contract award. Upon mutual agreement between the University and the Contractor, the services associated with additional functionality and/or modules may be added after contract award.

**5.4 Implementation Services Scope.** This implementation services scope section provides a high-level description of the services to be included in the proposal. General project activities will include:

Discovery Activities

- Review of Critical Business Processes
- Review of Chart of Accounts (COA)

Planning Activities

- Project Management
- Project Team Training
- Organizational Change Management
- Additional Project Preparation and Planning

#### Architect Activities

- Analysis
- Business Process Design
- Plan and Design Interface/Integration Architecture

#### Configure and Prototype Activities

- Software Configuration
- Integration and Interfaces
- Data Conversion
- Data Warehousing and Reporting
- Work-around Development
- Security Configuration

#### Test Activities

- Testing (Unit, System, Integration, Performance, User)

#### Deploy Activities

- Technical Team Training and Knowledge Transfer
- Documentation
- Knowledge and Skill Transfer Process
- Implementation /Deployment (Roll-out) Support
- Stabilization Support
- Release Management Services

These services are addressed in more detail in RFP Attachment 1, *Model Statement of Work*, and will be finalized in the agreements between the University and the Respondent.

An initial identification of functionality scope has been provided in RFP Attachment 7, *Modules in Scope*. The Respondent shall propose all services necessary to deploy the proposed functionality of Oracle. In addition, the prime implementation services contractor will be expected to manage interactions and support with Oracle during the implementation contract period.

The University has proposed Discovery activities that will include review of deliverables from University pre-implementation work, including critical business processes and financial account structure. In the University's vision, this review will occur with a limited number of resources prior to the formal start of the project and is meant to inform and refine the detailed project scope. These activities are described in more detail in Attachment 1, *Model Statement of Work*.

The University expects that the Architect activities will include representation from different units and different departments so that a cross-section of stakeholders has input in the initial design of the system. The University also expects that any design considerations from integration with PeopleSoft Campus Solutions, PeopleSoft HCM, and other major legacy systems will be considered within the Architect activities.

**5.4.1 Regarding Implementation Management services:** The University expects the Contractor will provide an Implementation Manager for the duration of the project, who will partner with the University's project team as the primary managers and coordinators for all implementation efforts. Each campus, college or administrative area will have a project contact that will act as liaison between the project and their area.



**5.4.2 Regarding Functional Team services:** The University expects the Contractor to provide expertise and manage configuration in all functional areas in partnership with University subject matter experts, with the understanding that University SMEs will make final business decisions. The Contractor functional consultants will train and educate the SMEs sufficient to support and advance the system through releases and adoption of new functionality after go-live of the software.

**5.4.3 Regarding Technical Team services:** The University will provide limited technical resources and expects the vendor to complete most of the technical work with University staff assistance. The Contractor shall provide at least two senior-level technical resources (Data Conversion Lead and Data Integration Lead) as key resources and any additional resources the vendor feels necessary to complete the project. The Contractor resources will provide technical expertise on software and support development, will assist the University technical lead on architecture/strategy for conversions and integrations. For reference, the University has provided its initial scope for data conversions, integrations and interfaces as RFP Attachment 5, *Arizona Data Conversions Inventory* and RFP Attachment 6, *Arizona Integrations Inventory*. The cost for the senior-level Data Conversion Lead and Data Integration Lead shall be included in the vendor's cost proposal.

**5.4.4 Regarding Data Extraction/Data Modeling/Reporting:** University Analytics & Institutional Research (UAIR) manages the Enterprise Data Warehouse (EDW) as a core service to the University of Arizona. The warehouse is built on an Oracle database and integrates data from all the core University systems: UAccess Student, UAccess Employee, UAccess Financials, UAccess Research, UAccess Budget and Planning (budget system and Axiom) Edge Learning, IRB and others. Currently, financial data is highly intertwined with data from the other systems and with some of the outputs supporting critical processes in the other systems. **Our intent is to load all financial data into the data warehouse allowing for continuity of existing reporting and business process support through our primary reporting tool Oracle Business Intelligence Enterprise Edition.**

The University expects the Contractor to provide expertise and strategic direction in all technical areas, i.e., data extraction, data modeling, repository development, system administration, report building, etc., in partnership with University subject matter experts, with the understanding that University SMEs will make final business decisions.

The University will provide limited technical resources (approximately 3.0 FTE) and expects the vendor to complete most of the technical work with some University staff assistance. The Contractor shall provide at least two Data Engineers who have experience extracting data from the ERP software for loading into a data warehouse as key resources as well as any other resources the vendor feels necessary to complete the project.

The Contractor resources will provide technical expertise on the software, will assist the University on architecture, data extracts, and will provide guidance in planning and coordinating all technical work. The contractor will provide resources, expertise, and strategy for developing and maintaining all RaaS reports that may be required for data extraction. Some of the contractor resources will be dedicated to training SMEs to be able to support and advance the data extraction and in system reporting through releases as well as adoption of new data elements after go-live of the software. Additionally, the Contractor team will provide expertise in joining financial data from the new ERP to other external sources to ensure continuation of mission critical data sets

that merge data from the universities various core systems. This includes work related to Data Modeling, Repository Development, systems architecture & administration, and report building within UAIR's current reporting infrastructure.

The cost for these requested technical resources shall be included in the vendor's cost proposal.

**5.4.5 Regarding Change Management services:** The University understands the scope of transition services that will be required for a successful deployment. The University is asking the Contractor to provide a senior-level Change Management Lead for planning and leadership in this area. This senior consultant will help University project team leads and change management staff develop the Change Management and Communications project plan for the duration of the project. For execution of the agreed Change Management and Communications plans, the University will provide at least the resources noted in Section 5.7.4 below. If execution requires additional resources, the Contractor should assume to fill these positions with Contractor resources, unless additional resources are offered by the University based on an agreed work plan.

**5.4.6 Regarding End User Training:** The Contractor must provide an experienced Training Lead who will work with the Project Leads and Instructional Designers to develop and execute a University-wide end-user Training Strategy and Plan. The University expects most end-user training will be done with self-paced courses delivered over the web, but there may be curricula that require an instructor-led approach.

As part of its best value approach, the University is looking to reduce project costs during the implementation. One major cost saving factor will be the use of technology to use time more efficiently and reduce travel costs for the University staff and the consultants. Because of COVID-19 concerns and distributed campus locations, the University is expecting that web collaboration/meeting tools (especially Zoom, Microsoft Teams MS Project and/or JIRA) and other enabling technology will be used extensively during the project. The University expects the Respondent to use University web-based collaboration/ meeting tools for the use of the project. With the use of technology, there are many activities that could be done by the Contractor off-site, and that approach is acceptable to the University. The University core team will be hybrid and when on site based in Tucson, AZ, and that will be the primary site for on-site work. The University requests two billing rates from the Respondent during the project: one rate that is all-inclusive of travel for on-site consulting work, and one rate that includes no travel and will be used when consultants are working remotely. These rates shall be used by the Respondent in its fixed fee bid, and may be used by the University for any additional services requested by the University following contract execution. The Respondent should disclose in the description of its approach the activities and percentage usage for off-site or remote work.

The University requests the vendor make and disclose reasonable assumptions regarding the overall scope of the project, and present an overall plan and cost model for the entire project as part of its response for Section 5.9 below.

**5.5 Project Timing.** The Financial Management SaaS Solution licensing and associated costs shall support all campuses and locations of University of Arizona.

The University expects to begin the implementation project in calendar year 2022 **as soon as possible after vendor solution and vendor services contract execution** and has set a target production date for all systems on July 1, 2024. This is the start of the University fiscal year and the typical deployment date for state statutory changes. Recognizing the tight schedule needed to meet this target, the University is looking to partner with a vendor who is

willing to share the risks associated with this timeline through a milestone and based cost proposal.

Current planning is built on the assumption that all campuses and departments would come into production at the same time with a set of agreed upon functionality. Due to the age and difficulty of working with the legacy systems, the University is hesitant to adopt a plan that involves maintaining the legacy systems and developing “temporary” interfaces between legacy and new systems for a phased functionality deployment. The project start date will be determined during the negotiations for the services Statement of Work. Any timeline proposed by the Contractor that does not meet the timeline goals stated herein or that is not mutually agreeable between the Contractor and University may be determined by the University to be adequate cause to negotiate with the next highest scoring Respondent and/or to terminate any contract(s) in place.

## **5.6 Project Governance and Anticipated Project Organization**

The following chart provides a high-level governance and anticipated organizational structure for the ERP Project. Respondents should include any recommended adjustments to the anticipated structure in response to RFP Section 5.9.4, # 1.

### Project Organizational Structure

The University will follow standard project management methodologies to secure executive sponsorship, concept and business process approval, and to ensure effective planning of activities and utilization of resources.

The Executive Sponsors will be responsible for executive communications on project related matters, providing executive input to the Steering Committee, and setting the high-level strategy for the project.

The Steering Committee will be responsible for executive communications on project-related matters, providing input to the Project Team, disseminating project information within their organizations, and advocating for the implementation of approved standardized business processes and data across all University Departments.

The Project Team will be responsible for providing direction to the Project Leads and serve as the project liaison to the Executive Sponsors.

The Project Leads will be responsible for making recommendations to the Project Team after reviewing all standardization and/or configuration of the ERP system as provided by the Functional Teams. The Project Leads will also review and provide resolution to project issues submitted by the Functional Teams and, if needed, will submit project issues to the Project Team. The Project Leads ensure compliance with ERP project goals, objectives, project management guidelines, project standards, project scope, quality management, project budget, reporting and documentation. It ensures University project staff and Contractor resources are leveraged effectively across the project, and reviews and recommends approval of project deliverables. Finally, the Project Leads are responsible for managing the project work plan, monitoring activities of the ERP project team, timelines, and risks. They also have overall responsibility for reporting on the status of project activities, milestones, and deliverables.

The Technical and Functional teams are comprised of subject matter experts that will be responsible for the development, standardization and/or configuration, and testing of business processes. The Change Management team will oversee the organizational change management, communication and training needs of end-users. These teams will submit unresolved project issues to the Project Leads, as needed.

## **5.7 University Resources Provided.** When the University and Respondent mutually agree that on-site work is necessary, University will provide workspace for Contractor’s personnel to

include utilization of University printers, copiers, workspace, network and internet access. The University will not provide computer equipment for use by the Contractor’s personnel. If there are particular duties that would be made more efficient by use of multiple computer monitors, the University may decide to provide those monitors for use by the project team and which will be returned to the University upon project completion or as otherwise may be decided upon by the University in its sole discretion. As required, the University will provide adequate training facilities required for project team and end-user training.

The Services required under this RFP will be performed by the Contractor remotely or at a University-designated facility located in Tucson, Arizona. If the Respondent plans to incorporate off-site resources into the project, the strategy for this must be disclosed as part of the response to Section 5.9.3 below.

**5.7.1 Arizona Staffing Plan.** The University has developed a preliminary project governance/organization structure for the implementation of the software that includes executive sponsors, a project core team, a steering committee, governance, functional project leads, technical project leads, and project team staffing.

**5.7.2 Integrations, Data Conversion, and Data Warehousing.** The University expects to provide limited staff resources for technical work. For integrations, interfaces and data migration, the University has 1.5 FTE developers and expects the vendor to provide additional resources. As it relates to Data Extraction/Data Modeling/Reporting, the University will provide limited technical resources (approximately 3.0 FTE) and expects the vendor to complete most of the technical work with some University staff assistance.

The University expects the contractor to propose a corresponding implementation team sized appropriate to ensure effective and timely implementation. If additional University staffing resources are required, these resources should be clearly identified in the Proposal.

**5.7.3 Finance Functions.** The University expects to provide a project team of business analysts and Subject Matter Experts (SMEs) to support the implementation in the following general functional areas:

Finance	Resources
Procurement, Strategic Sourcing, B2B, PCard, Contract Management	Business Analyst – 1 SME - 3
Accounts Payable, Travel, Vendor Maintenance	Business Analyst – 1 SME - 3
General Ledger, Chart of Accounts, Cash Management, Financial Management, Budget Control and Development, Treasury and Investment Management, Debt Management, Payroll integration	Business Analyst – 2 SME - 5
Asset Management, Inventory	Business Analyst – 1 SME - 2
Grants Management, Effort Certification, SubAwards, Post-Grant	Business Analyst – 1 SME – 1.5

The University will work with the Contractor to optimize this structure for success and then implement the best configuration of dedicated University project staff to successfully address the functional specification and configuration of Oracle.

The University expects the Contractor to propose a corresponding implementation team sized appropriate to ensure effective and timely implementation. If additional University staffing resources are required, these resources should be clearly identified in the Proposal.

**5.7.4 Change Management, Training and Communications.** Under the direction of the project team leads, the University expects to provide a dedicated team of employees for change management, training and communications.

The University will work with the Contractor to optimize this structure for success and then implement the best configuration of dedicated University project staff to successfully address the functional specification and configuration of Oracle.

The University expects the contractor to propose a corresponding implementation team sized appropriate to ensure effective and timely implementation. If additional University staffing resources are required, these resources should be clearly identified in the Proposal.

**5.8 Key Project Assumptions.** The following key project assumptions should be taken into consideration when responding to this RFP:

- The project will be implemented in a highly iterative approach starting with the simplest scenarios progressing in complexity as testing continues.
- The project team and subject matter experts will be working in an Oracle tenant early in the project with iterations throughout the implementation.
- The Financials Modernization project is a high priority of the University with corresponding commitment and support by all levels of management to include timely consensus and deadline-based decisions.
- The University is committed to changing business processes and requirements, and expects to use Oracle's delivered Business Processes as the starting point for business process workshop activities.
- Strong project governance standards are applied equitably and fairly in a manner that ensures the opportunity for input by all University stakeholders.
- The University will establish a project management team (Project Leads) with appropriate levels of experience, authority and project status reporting.
- The University will establish senior project leadership with the authority to make timely policy level decisions to meet project needs and deadlines.
- There will be University and Contractor leads for each major functional, technical and change area identified within the project organization.
- The University will commit skilled University staff resources to the Project as reflected in an agreed upon work plan and staffing plan.
- The University can reach agreement on critical decisions such as business process configuration and whether gaps in functionality can be addressed through other means than software extensions.
- The Contractor will support the University in complying with and satisfying project management and technical requirements.
- The existing legacy systems at the University-wide level will continue to operate as required throughout the deployment period.
- The Contractor will commit sufficient expert resources to meet the Project timeline, stabilization support, and knowledge transfer.
- The Contractor will ensure that Contractor key resources are available until this contract is complete and will not switch out key resources.

**5.9 Response Material.**

**5.9.1 Letter of Submittal.** The Letter of Submittal must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Location of the facility from which the Respondent would operate.
5. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the University that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.

**5.9.2 Executive Summary (Not Scored).** In the Executive Summary, the Respondent should condense and highlight the contents of the proposal in such a way as to provide the University with a broad understanding of the offer. The maximum length of the Executive Summary shall be five pages. This section of the offer is designed to provide a clear and concise understanding of key aspects of the offer as follows:

1. Narrative of its understanding and ability to provide and perform the services as outlined in this RFP, including summarizing the proposed approach and implementation schedule;
2. Discussion of why the services proposed represent the best value for each of the entities participating in this solicitation;
3. Information on the experience, background, and qualifications of all the responding firm(s), and the qualifications of the proposed project team; and
4. Discussion of why the firm(s) presented in the offer are best qualified to provide the services required herein

**5.9.3 Services Firm Qualifications and Experience (Scored)**

The response to this section of the proposal shall include, at a minimum, the following information.

**Primary Services Provider (Prime Contractor)**

1. The Primary Services Provider (PSP) must include a detailed narrative description of its organization. The narrative must include the following:
  - a. Brief overview of business operations, with an emphasis on Finance-related operations in higher education or other organizations of similar size and complexity;
  - b. PSP's Financial experience in organizations of similar size and complexity, with an emphasis on public higher education institutions and university systems;
  - c. Number of Contractor employees assigned to Oracle implementation services;
  - d. Date established;
  - e. Company legal name and legal form of ownership;
  - f. Location in which the PSP is incorporated;
  - g. Full disclosure of any proposed off-site activity and the locations involved;

- h. Full disclosure of any potential conflict of interest;
  - i. A statement of whether, in the last ten (10) years, the PSP has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;
  - j. A statement of whether there are any pending Securities Exchange Commission investigations involving the PSP, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the PSP's performance in a Contract under this RFP;
  - k. A statement of whether the PSP is currently under investigation (or had previous findings in violation) of U.S. export control laws and regulations including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC);
  - l. A statement documenting all open or pending litigation initiated by PSP or where PSP is a defendant in a customer matter; and
  - m. Full disclosure of any criminal or civil offense.
  - n. If the Respondent or any subcontractor contracted with the state of Arizona during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
  - o. If the Respondent's staff or subcontractor's staff was an employee of the state of Arizona during the past 24 months, or is currently an Arizona State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
  - p. If the Respondent has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five years, so indicate.
2. As described in the RFP Section 3.9.8, the Respondent for ERP implementation services must meet the documented Limiting Criteria to respond to this RFP. Failure to meet these requirements will disqualify the vendor from responding, and will result in rejection of the Respondent's proposal. Document how your firm meets the Limiting Criteria from Section 3.9.8.
- Provide documentation that you are an Oracle Certified Implementation Partner and any pertinent information regarding that certification.
  - Affirm and document that you have successfully completed an implementation as the primary provider of implementation services for a university in the United States as defined in the Limiting Criteria section.

3. List in table format ERP implementations for the PSP where the PSP was primary implementation contractor (provided at least 50% of implementation services) for organizations of a similar size and complexity to the University that have come into production within the last four years. Include in the table all implementation projects that are in progress (contracted but not in production) as of the proposal due date. Include columns for:
  - a. Organization name;
  - b. Start date for the project and initial production date (or target date of production);
  - c. Product(s) initially deployed and release/version; and
  - d. Scope of services provided for this organization by the PSP.
4. Financial Statements:

Option A. Proposers who have audited financial statements are to provide the following:

  - Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:
  - Firm's Name
  - Confidential – Financial Statements

Option B. Proposers who might not have audited financial statements are to provide the following:

  - It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm's two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate file in the secure box and mark as follows:
  - Firm's Name
  - Confidential – Financial Statements
5. The PSP must provide three (3) references from organizations, other than from within the University, where the PSP was the primary services provider of a Financials implementation that are the subject of this solicitation. To the extent possible, provide references for higher education customers of a similar size/complexity compared to student enrollment and being a R1 Research University. The first reference submitted should be the implementation considered to be the most similar in terms of scope of services, timeline and size.

By submitting a proposal in response to this RFP, the Respondent and team members grant permission to the University to contact these references and others, who from the University's perspective, may have pertinent information. The University may or may not, at the University's discretion, contact references. The University may evaluate references at the University's discretion. Additionally, the University may request site visits, interviews and/or web presentations to evaluate the overall user experience of the PSP.

The following information should be provided for each reference:

- a. Organization Name;
- b. Organization Description (e.g., public/private/research);
- c. Reference Contact Information: Name, Mailing Address, Phone, E-mail Address



- d. Number of Employees;
  - e. Student Enrollment (if applicable);
  - f. Software Product/Modules Implemented; and
  - g. Description of Services Provided, Dates and Contract Value.
6. If the PSP plans to use subcontractors to deliver any of the services quoted in its proposal, the PSP must list each subcontractor, a description of the services to be performed by the subcontractor, and an approximate percentage (by dollar volume) of the implementation services that the subcontractor will perform. As the prime implementation services contractor, the PSP will be responsible for the performance and quality of all subcontractors and their services.

**5.9.4 Services Firm Project Team Experience (Scored)**

This section requests information about the implementation consultants who will be assigned to the project team. Information on staff filling key roles (project manager and other leadership roles in the functional and technical areas) must be supplied below. Information on other project resources is requested to be included as known. See also Section 4.51 Contractor Personnel for any changes to proposed key resources.

**1. Project Organization**

Respondents shall provide a narrative description of the recommended project organization and a proposed organization chart for the project team (including all recommended roles for Respondent and University staff).

The Respondent shall provide a brief description of the proposed University roles and responsibilities in each of the following areas, as well as areas not addressed below (if applicable):

- Project Management;
- Project Team Training;
- Business Process Design;
- Software Configuration;
- Integration and Interfaces;
- Data Conversion;
- Reports, Queries, and Forms;
- Work around Development;
- Security Configuration;
- Testing;
- Technical Team Training and Knowledge Transfer;
- Organizational Change Management;
- End User Training;
- Documentation;
- Knowledge and Skills Transfer Process;
- Implementation /Deployment (roll-out) Support; and
- Stabilization Support

Additionally, the Respondent shall provide a table showing all roles (Respondent and University) proposed for the engagement with the recommended staffing level by source (Respondent, University) for each listed role.

The Role Summary Table should include any roles to be filled by staff from the software manufacturer. Roles to be filled by the software manufacturer should be

reflected in Respondent's Cost Proposal and identified as such. The roles listed in the table below are for illustrative purposes only.

**Sample Format for Role Summary Table**

FMS Project Team Roles	University	Contractor	Percent Dedicated and Time Period
Project Management:			
Project Director			
Project Manager			
Administrative Support			
Other			
Subtotal			
Functional Team:			
Business Process Design Lead			
General Ledger, Chart of Accounts			
Accounts Payable			
Procurement			
Asset Management			
Grants			
(Add Financial and other functional areas)			
Other			
Subtotal			
Technical Team:			
Technical Team Lead			
Integration			
Conversion			
DW & Reporting			
Test			
Security			
Other			
Subtotal			
Change Management Team:			
Change Management Team Lead			
Communications			
Organizational Change Management			
Training			
Other			
Subtotal			
Total			

**2. Personnel Summary Table**

The Respondent should provide a Personnel Summary Table listing key resources assigned to the project. The University expects Respondent to name at least eleven staff as key resources: the Implementation Manager for the engagement, at least three senior Functional leads, a senior Technical lead, a senior Change

Management lead, a Data Integration lead, a Data Migration lead, two Data Engineers, and a senior Report Developer. If other proposed Respondent personnel are known, they may be included also in the table below. As illustrated by the example below, the Personnel Summary Table must include the proposed role(s), consultant name, total years of relevant implementation experience, years of experience in the proposed role, list of significant clients in the proposed role, and relevant certifications.

- **Resource Name** – Include the proposed consultant’s real name. Sample/example resources and/or resumes will not be evaluated.
- **Years Higher Education Oracle Experience** – This should be the sum of years of experience working with the Oracle product for a Higher Education institution. Other solution experience (ex. HR, HCM, Student, etc.) should not be included in the sum. Likewise, other Higher Education experience (doing any other non-Oracle work) should not be included in the sum.
- **Project details** – This column should only include implementation projects. (Do not include upgrades or other post-implementation work.) This column should only list projects that the consultant participated on a full-time basis for nine or more consecutive months. This column should only list higher education clients. This column should only list Oracle implementation projects. Please list each of the five items asked for (specific months of work, the name of the Higher Ed institution, the version of the software implemented, the consultant’s role, and the contact info for the client).
- **Current Assignment & When Available** – List the name of the consultant’s current client (or unassigned) and when that client expects to make the consultant available for this project.

**The University requires named resources for the key roles and will not accept proposed representative resumes or positions.** Non-key resources may be included in this table if known.

Upon award, the Respondent shall assign all key resources identified above to complete all their planned and assigned responsibilities. It is critical to the overall success of the project that the Respondent does not remove or reassign, without the University's prior written approval (which approval shall not be unreasonably withheld) any of the key resources until such time as the key resources have completed all of their planned and assigned responsibilities. The University shall have the right to approve the assignment and replacement of key resources.

Failure to complete table as prescribed will negatively affect scoring.

**Format for Proposer Personnel Summary Table**

Resource Name	Total Years Experience Higher Education	Project Details 9MO+ implementations only 1) Months 2)College/University 3)Version 4)Consultant Role 5)Client Contact	Current Client/ When Available
<b>EXAMPLE ROW</b>	10	Jan 2020 – Current PS University Oracle ver 21C Change Management Lead John Adams (520) 555-1212	PS University Feb 2022

<b>DO NOT INCLUDE IN RESPONSE</b>		Jan 2017 – Dec 2019 Great Lakes Oracle ver 19C Change Management Lead Thomas Jefferson (520) 555-1212
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### 3. Resumes

The Respondent shall provide resumes for each key role to be filled by the Respondent. Proposed consultants should be available to staff the project. Other project team resumes may also be included if available. Resumes shall include the following information:

- Name of consultant;
- Proposed role on project;
- Proposed duration and involvement through the project life cycle;
- Education and training;
- Summary of relevant experience (including start and end dates);
- Experience implementing Oracle;
- Higher education experience;
- Other relevant experience;
- Employee of Respondent or subcontractor; and
- Reference contact information, including e-mail address and phone number.

### 4. Previous Team Collaboration

Please describe if/how the individuals presented have worked together on a project of this type. Please be specific on who has worked with other members of this team and on what projects.

#### 5.9.5 Services Firm Approach and Methodology (Scored).

The Technical Proposal must contain a comprehensive description of services including the following elements:

##### 1. Project Management Methodology and Approach

The Respondent shall describe its approach to managing the project. As part of its project management approach, the Respondent shall describe the project management tools, standards, controls, and procedures that will be utilized to create a proven, reliable process, as well as proposed standards for status reporting, risk management, issue management, and communications. This section should convey Respondent's understanding of the proposed project.

Describe how your methodology will use web collaboration tools and other technology to maximize user participation and reduce costs. Describe other tools or approaches that will facilitate Contractor and University engagement when work is being done remotely.

The Respondent shall describe how the project will be highly iterative in the building and testing process such that it starts with the simplest scenarios progressing in complexity as testing continues. The Respondent should describe when the project team and subject matter experts will be working in an Oracle tenant and then cadence of updates and validation of the tenants. The University envisions iterations of continuously building and testing cycles beginning at the start of the project through implementation and being no longer than three months for each cycle.

The Respondent shall also describe how the respondent proposes to share risk with the University for the project in achieving a successful outcome and completing by

the go-live date. This risk can be demonstrated throughout the proposal, e.g. in the cost proposal via a milestone approach, proposed dedicated resources, timeline, and implementation approach.

The proposed Project Governance Structure is documented in Section 5.6 above. Respondents are invited to provide recommendations for enhancing project governance in this section of their response.

## **2. Timeline and Implementation Approach**

The Respondent should describe its proposed implementation approach to the University project. The description provided shall include the following information for all aspects of the project.

The Respondent should describe its proposed approach for the implementation and a proposed timeline for the project, including key milestone dates at a maximum interval of 3 months. Please include approach for milestone acceptance including University sign-off per deliverables. Additionally, the Respondent must describe which activities or tasks are expected to be conducted on-site, and which can be done off-site through the use of technology.

The University is looking for the Respondent to recommend an approach, timeline and structure that minimizes cost, maximizes user engagement and maintains University consistency. This section shall encompass all services and deliverables identified in RFP Section 5.4, Implementation Services Scope.

The description provided should include the following information:

- Implementation timeframes;
- Milestones (maximum 3-month interval) and implementation phasing (if any);
- Deliverables; and
- Any software releases that will occur during the project.

In addition to the narrative response to this section, the Respondent should provide:

- a. A Statement of Work for the project, describing major tasks and all deliverables that will be included in the project. The University has provided RFP Attachment 1, *Model Statement of Work*, that can be used as a starting point. The University has set minimum expectations from the Contractor regarding deliverables and responsibility in Attachment 1 – *Model Statement of Work*, and any Statement of Work submitted must satisfy these minimum requirements, and must not assign additional responsibilities to the University unless they are called out prominently.
- b. A high-level Work Plan demonstrating the relationship between the work to be performed, the deliverables to be provided within each milestone as described, and the timeline recommended in your approach. Please layout your milestone-based timeline explicitly stating what will be delivered that can be signed off on by the university. Also, please tie the risk sharing to these milestones. Indicate work that will be done off-site or remotely.

Describe in your narrative how your recommended approach will reduce risk to the University and facilitate user acceptance.

## **3. Questions Regarding Specific Services**

- a. Describe any recommended pre-implementation activities in addition to those already undertaken or described in the Discovery Activities that the University

- could take to prepare for the implementation project.
- b.** Describe any work-arounds or creative solutions developed in previous engagements when implementing Oracle to address specific issues in higher education.
  - c.** Describe the Contractor's executive commitment/sponsorship of this project in partnership with the software vendor, and how your firm will demonstrate sponsor engagement and dedication during the project.
  - d.** Describe any tools, utilities or special access that the implementation will require for the implementation project, whether service is being done on-site or off-site.
  - e.** Explain best practices and recommendations for ensuring the integrity, security and confidentiality of University data or other University confidential information while performing the work requested in this RFP. Your response for this section should include your standard practices, approaches and methodologies to ensure that the Respondent can safeguard University information as presented in Section 4.49 Information Security. This may include but not be limited to practices like using encrypted laptops, wiping laptops of data when no longer needed in provision of the services, using secure file transfer and storage protocols, training on data security, etc.
  - f.** List the recommended training by role for the University's project team, and the recommended timing for this training. If there are options for delivery, discuss those options here. The University may also procure software-specific training through Oracle. If the Respondent has an alternative for project team training that could be a better value to the University, describe that option here.
  - g.** What training is recommended for key University administrative, technical and support staff who are not part of the project team? Include recommendations/information for training material and delivery approach. Include any additional costs as a line item on the Cost Proposal.
  - h.** Describe the process(es) for development items such as integrations, interfaces, custom reports, additional workflows, or similar items during implementation.
  - i.** Describe the specific training, communications and cultural change management approach and deliverables proposed. Which change management activities can be done University-wide and which will be specific to colleges and divisions? What level of support during the project will campuses require for change management and communications? What training approach do you assume? Are there any standardized courseware or templates for end user curriculum that the Respondent can offer? Which courses will be delivered for the end user training in the classroom and which will be self-paced computer learning? What curriculum for end users do you recommend?
  - j.** Describe any training material that will be available to the University for stabilization. Include a description of the training subject and delivery method. Include any additional costs as a line item on the Cost Proposal.
  - k.** Please describe your experience implementing Oracle within an enterprise architecture that included Dell Boomi as an integration broker. Describe how use of Dell Boomi as an integration platform would alter your proposed staffing and cost proposal. Are there categories of integrations for which you would propose an alternative architecture.
  - l.** Describe your experience implementing Oracle within an enterprise architecture that included a master data management system and Dunn &

Bradstreet Optimizer for managing external accounts.

#### **4. Risks**

The Respondent must identify potential risks that are considered significant to the success of the project. Include how the Respondent would propose to effectively monitor and manage these risks, including reporting of risks to the University's contract manager.

#### **5. Lessons Learned**

The Respondent shall provide a discussion of the significant lessons learned from experience at previous higher education ERP projects of similar size and scope, and how the Respondent will apply those lessons to the University ERP project.

#### **6. Proposal Assumptions**

The Respondent shall provide a comprehensive listing of all assumptions made in preparing their proposal in response to this RFP. No price data may be included in the assumptions.

**5.9.6 Cost Proposal.** Respondent shall submit a detailed cost proposal to include all aspects of providing the scope of products and services associated with this RFP. The pricing submitted as part of the proposal shall be considered a valid offer, and must remain valid as specified in RFP Section 3.9.2. To support pricing, the University has provided some metrics about the University in RFP Attachment 4, *Metrics* and scoping information.

The Cost Proposal should be uploaded separately from the Technical Proposal. The file containing the Cost Proposal should be prominently named with the RFP number and "Cost Proposal." See instructions in RFP Section 3.8 above for submission instructions.

The Cost Proposal shall consist of:

1. Respondent shall submit a detailed cost proposal in Excel format of RFP Attachment 2, *Cost Schedules*, to include all aspects of providing the scope of products and services associated with this RFP, as described below. .

The Respondent must use the Excel workbook cost format presented as RFP Attachment 2, *Cost Schedules* and not their own format. "TBD" (to be determined) or similar responses in the workbook cells for costs are not acceptable. Failure to provide the cost information fully may lead to a determination that the proposal is non-responsive.

Formulas are provided in the workbook for the convenience of the Respondent. The Respondent shall be responsible for the consistency and accuracy of the formulas, sums and roll-ups contained in the workbook. Any errors are solely the responsibility of the Respondent. Additional rows and columns may be added as needed.

The remainder of this section contains specific instructions concerning how Respondents are to address and submit the various cost worksheets that are included in the Excel workbook, RFP Attachment 2, *Cost Schedules*. Cost information is to be provided in accordance with the templates provided in RFP Attachment 2, *Cost Schedules*. Total cost of ownership will be calculated based on the multi-year cost as reflected on the Summary Presentation Schedule.

#### **Worksheet 1 – Summary Presentation Schedule**

This schedule shall include all costs proposed by Respondents presented in the requested format. The Consulting Services Costs shall be taken from the referenced

lines on Schedule 2 Consulting Services by Position. The Other Cost Components shall be taken from the referenced line on Schedule 3 Other Cost Components.

### **Worksheet 2 – Consulting Services by Position**

This schedule shall include for each proposed position: the proposed rates for each fiscal year, the proposed hours by month, subtotaled hours by fiscal year, subtotaled cost by fiscal year, total hours for total presented time period, and total cost for total presented time period. For positions where part of the work will be done on-site (at an all-inclusive rate) and part will be done remotely (at a lower rate with no travel), the position should be broken onto two rows to distinguish these hours. The schedule also includes subtotals for each work group, and totals for all consulting services. Proposed positions shall be grouped into the most appropriate staffing category by work group consistent with the template. The Implementation Services category presents separate work groups for:

- Project Management,
- Functional Team,
- Technical Team, and
- Change Management and Training Team.

This schedule includes multiple formulas to arrive at the various subtotals and totals requiring Respondents to take extra care to ensure that all formulas are correct on the submitted Cost Schedules. Additional rows may be added as needed.

### **Worksheet 3 – Other Cost Components**

Respondents shall utilize this schedule to describe and reflect any non-staffing related costs as applicable. Each cost component shall include: a description, reference numbers as appropriate, metrics as appropriate, and the proposed cost of the component. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable University personnel to thoroughly understand the proposed cost components. Subtotals and additional rows may be added as needed.

### **Worksheet 4 – Labor Rates Schedule**

Although the University will not reimburse the Respondent on a “time and materials” or “not to exceed” basis for project deliverables, it may be necessary to make scope changes that require assistance in areas not anticipated for which the University may consider a time and materials payment arrangement.

For these purposes, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates for a range of different skill areas using this schedule, and a set of rates for work done remotely with no travel expense included. Respondents may propose the same rate for all years for a given personnel category or for all personnel categories, but the University is asking for one rate for each personnel category for each fiscal year.

The Respondent is required to provide rates for the ***evaluated project roles*** listed at the top of this schedule but should not add any additional rows to this section. These rates will be used to evaluate the quoted labor rates as discussed in Section 3.9.10 above. The Respondent is free to add as many additional rows as needed to list ***other project roles*** with their associated hourly rates.

### **Worksheet 5 – Deliverables/Milestones Payment Schedule**

Respondents shall complete a proposed Deliverables Payment Schedule using the format provided. Rows may be added as needed. It is not the intention of the University



to make payments that are purely time-based; payments should be tied to the acceptance by the University of agreed project milestones and deliverables. Respondents shall ensure the proposed cumulative gross payments for each month do not exceed the cumulative value of the service hours proposed for the corresponding month, excluding the cumulative value of deliverable payments for Other Cost Components from this determination. A retainage should be included, by a Vendor-proposed percentage of cost, that will be forfeited in the event a milestone(s) is not achieved on time based on University-accepted (signed-off) of deliverables as shared risk. The retainage for milestones met will be accrued for the go-live milestone. If the go-live milestone/deliverables are not met, the accrued retainage will be forfeited. If the milestone/deliverables are met, it will be paid as part of the go-live milestone payment if applicable. Any identified and agreed to changes would go through the change management process for the project. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable University personnel to thoroughly understand the proposed Deliverables Payment Schedule. The grand total of deliverable-based payments shall equal the total project cost shown on Schedule 1.

**Worksheet 6 – Optional Costs (Not scored)**

These costs will not be included in the Total Project Cost that is evaluated by the University. Any products or services presented here are considered nonessential or outside the requested scope by the University, and are not required per the Services Scope. Each cost component should include a description, the basis for each of the cost components, and the proposed cost of the component.

**Worksheet 7 – Cost Assumptions**

Assumptions and information necessary for the University to thoroughly understand the proposed pricing should be included in the Cost Assumptions schedule.

**5.10 Method of Payment & Discount for Early Payment.** The University’s preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by credit card.

Will you accept payment via credit card? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you offer an early payment discount? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is your offer? \_\_\_\_\_ % if paid within \_\_\_\_\_ days after the University receives a proper, accurate and uncontested Invoice for Payment.

If payment via credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card? Yes \_\_\_\_\_ No \_\_\_\_\_

**6.0 CERTIFICATIONS AND FORMS (Vendor to complete and return with proposal)**

**6.1 Certification of Proposal**

**6.2 Legal Workers Certification** (Required for all Contracts for: Services; Construction or Maintenance of Structure, Building or Transportation Facility; or Improvements to Real Property costing \$100K and over)

**6.3 Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters (Mar 1996 as amended) (Applicable to Federal Grants and Contracts >\$30k)**

**6.4 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended) (Applicable to Federal Grants and Contracts >\$150k)**

**6.1 Certification of Proposal** (vendor to complete and return with proposal)

**Explanation.** This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying provisions contained herein.

**Action.** Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company. This proposal is submitted in response to Request for Proposals # L192207 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that (Vendor Name),

\_\_\_\_\_ located at

\_\_\_\_\_  
(address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety- (90) calendar days as of the Due Date for responses to the RFP.

The undersigned certifies that to the best of his/her knowledge: (check one)

There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

The names of any and all public officers or employees of the University of Arizona who have, or who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one)  IS **or**  IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In accordance with [Purchasing Policy 4.3](#) – Small Business Utilization Program, the Undersigned further certifies that your business (check the appropriate areas)  does **or**  does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please “CHECK” one of the following:  Small Business  Small Disadvantaged  Small Business Women-Owned  Women-Owned Disadvantaged  Veteran owned  HUB Zone  Disabled Veteran Owned  Alaska Native Corp.  Historically Black Colleges and Universities and Minority Institutions

[Arizona Small Business](#) (has less than 100 fulltime employees, including employees employed in any subsidiary or affiliated corporation) please “CHECK one of the following:  AZ. Small Business  AZ. Women Owned  AZ Disadvantaged  AZ Disadvantaged Women-owned.

The undersigned further certifies that as a duly authorized officer, is authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposals.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Email: \_\_\_\_\_

F.E.I.N: \_\_\_\_\_

6.2

**LEGAL WORKER CERTIFICATION**

**Required for all Contracts for: Services; Construction or Maintenance of any Structure, Building or Transportation Facility; or Improvements to Real Property costing \$100K and over.**

Date: \_\_\_\_\_

Procurement and Contracting Services  
University of Arizona  
PO Box 210300  
Tucson, AZ 85721-0300

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor(s) under any Contract resulting from this solicitation shall be deemed a material breach of the Contract and is grounds for penalties, including termination of the Contract by the University. The University retains the right to inspect the records of the below entity, subcontractor(s) and employee(s) who perform work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor(s) who perform work under the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(November 3, 2009)

**6.3. CERTIFICATION REGARDING DEBARMENT SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

In accordance with FAR 52.209.5, complete the following certification regarding debarment suspension, proposed debarment and other responsibility matters and **return the completed certification with your solicitation response.** (Applicable to Federal Contracts and Grants >\$30k)

(a) Certification Regarding Debarment Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996 as amended)

- (1) The Offeror certifies, to the best of its knowledge and belief, that
  - (i) The Offeror and/or any of its Principals
    - (A) **Are**  **Are Not**  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
    - (B) **Have**  **Have Not** , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) **Are**  **Are Not**  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror **Has**  **Has Not** , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals", for the purposes of this certification, means officers; directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
  - (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
  - (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of Provision)

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(ADDRESS, CITY, STATE, ZIP)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINT OR TYPE - NAME AND TITLE)

**6.4. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991 as amended)**

In accordance with FAR 52.203-11 and FAR 52.203-12 entitled "Limitation on Payments to Influence Certain Federal Transactions (Jun 1997 as amended), the following certification and disclosure regarding these FAR provisions are hereby incorporated and made a part of this bid/proposal solicitation requirement. (Applicable to Federal Grants and Contracts >\$150K

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203.12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, **by signing its offer**, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$ 100,000 shall certify and disclose accordingly
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(TYPED OR PRINTED NAME)

\_\_\_\_\_  
(CITY, STATE, ZIP)

\_\_\_\_\_  
(DATE)