



## **Procurement and Contracting Services**

### **Request for Proposals for Campus Waste and Recycling Services**

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

**Sealed RFP # S052203  
Due on May 13, 2022 no later than 2:00 PM, MST**

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**For**  
**REQUEST FOR PROPOSALS NO. S052203**

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## PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSALS, RFP # S052203

### 1.0 STATEMENT OF WORK

- 1.1 Summary.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested vendors to furnish the University with waste, recycling and compost collection.
- 1.2 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 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 into 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.

### **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 Internet web page at: [www.arizona.edu/](http://www.arizona.edu/). For specific demographic information, visit <http://factbook.arizona.edu>.

**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 the following:

- 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 <https://www.arizona.edu/purpose-values>.

**3.3 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.

04-18-2022 Issuance of RFP  
04-29-2022 Technical Questions/Inquiries due no later than 12:00 PM, MST  
05-13-2022 RFP is Due, no later than 2:00 PM, MST  
06-10-2022 Complete Evaluations  
06-10-2021 Award Notification  
06-17-2022 Receipt of Bonds and Insurance  
09-01-2022 Commence Service

**3.4 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 Ted Nasser at telephone # 520-621-5449 or email address [enasser@arizona.edu](mailto:enasser@arizona.edu). Such requests should be made as early as possible to allow time to arrange the accommodation(s).

### **3.5 PROPOSAL PREPARATION INSTRUCTIONS**

**3.5.1 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.

**3.5.2 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.

**3.5.3 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.

**3.5.4 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 disqualification (see Section 3.7.1 above):**

Attn: Ted Nasser  
Telephone No. 520-621-5449  
Email Address: [enasser@arizona.edu](mailto:enasser@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 12:00 PM MST on April 29, 2022.**
- 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 12:00 PM MST on April 29, 2022.**
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than 12:00 PM MST on April 29, 2022.**
- 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.**

**3.5.5 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 posted to our web site only:**

**[http://pacs.arizona.edu/RFP-BID Opportunities](http://pacs.arizona.edu/RFP-BID_Opportunities)**

- **Vendors who want the addenda supplied to them in another form must notify Ted Nasser 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 12:00 PM MST on April 29, 2022.**

**3.5.6 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.

**3.5.7 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.**

**[http://pacs.arizona.edu/RFP-BID Opportunities](http://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.**

- 3.5.8 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.**
- 3.5.9 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.
- 3.5.10 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
- 3.5.11 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.
- 3.5.12 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.
- 3.5.13 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.



**3.5.14 Proposal Bond.** Not Applicable.

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

**3.5.16 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.

### **3.6 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION**

**Proposals must be received by the date / time and uploaded to the University's secure box no later than May 13, 2022 at 2:00 PM MST.**

**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.**

Proposals must be **uploaded** to:

**Box Secure Upload:**

In response to the current COVID-19 Pandemic, proposal responses will be accepted until the due date and time at:

**<https://arizona.box.com/s/361gm8rqkphn86bxfy798emlmfgh5cgf>**

**Please title your response in the upload folder as:**

**RFP\_VendorName\_Response**

**no later than May 13, 2022 at 2:00 PM 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.

**3.6.1 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.

**3.6.2 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.

**3.6.3 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.

### 3.7 EVALUATION PROCESS AND AWARD

**3.7.1 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.

**3.7.2 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 ninety (90) 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.

**3.7.3 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.

**3.7.4 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.

**3.7.5 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

**3.7.6 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.

**3.7.7 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.

**3.7.8 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 following evaluation criteria listed in the relative descending order of importance. Pricing must be a criterion. However, the University is under no obligation whatsoever to select, as most responsive the proposal that demonstrates the lowest pricing.

### **Evaluation Criteria**

- **Total Cost to the University- 40%**
  - Proposed fees, service charges, rebates, etc.

- Overall Completeness & Adherence to Format Requirements of RFP
- Other funds offered, if applicable (i.e., marketing funds, support for standardizing campus waste infrastructure – specifically building off the University’s existing Max-R receptacles and standardized signage, rebates, etc.)
- **Quality of Service and Operational Support- 35%**
  - General operational plan that addresses the ability to operate efficiently and effectively in a high-volume, high-traffic environment
  - General customer service and designated support/personnel/team for the University
  - Experience, resources, and qualifications of the Vendor and individuals that would be assigned to the account
  - Relevant experience managing account relationships with other governmental entities
  - Customer references
- **Waste Reduction Plan and University Partnership- 20%**
  - General plan to support the University’s accelerating goals to improve recycling rates, decrease contamination, and reduce waste overall
  - Quantitative examples of success in reducing waste, increasing diversion, etc. for other customers
  - Campus engagement and education must be part of this plan
- **Environmental & Social Responsibility- 5%**
  - Commitment to environmental sustainability
  - Role in supporting Arizona communities
  - Use of landfill methane capture and subsequent flaring and/or scrubbing for fuel use
    - Vendors utilizing methane capture at the landfill(s) where the University’s waste will be disposed of will receive more points
  - Use of Alternative Fuel Fleet Vehicles will receive more points.
    - See section 5.6.2
  - Programming opportunities should embrace educational partnerships and collaborations to prepare students for success in the classroom and beyond. Diversity and inclusivity should be part of these opportunities.

**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.**

**3.7.9 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*.

**3.7.10 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.

- 3.7.11 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
- 3.7.12 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 indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on our [website](#).
- 3.7.13 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.
- 3.7.14 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.**
- 3.7.15 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

## 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, UA South and all University vehicles. This 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 <http://www.hr.arizona.edu/policy/classified-staff/408.0>. The Successful Vendor is expected to respect this tobacco free policy and fully comply with it.
- 4.16 Export Control.** The Parties acknowledge that any goods, materials, or services specified in this solicitation may be subject to the export control laws of the United States, specifically including, but not limited to, the requirements of the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq., and the Export Administration Regulations, 15 C.F.R. 730-774.

Vendor shall inform the designated Buyer of the export classification in their response. The University may elect not to receive certain export controlled items.

- 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 publication "Guidance on Preparing Workplaces for COVID-19," available at the following link <https://www.osha.gov/Publications/OSHA3990.pdf>.
- 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, <https://policy.fso.arizona.edu/fsm/900/912> 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 or 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 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 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.
- 4.29 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.
- 4.30 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.
- 4.31 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
- 4.32 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.
- 4.33 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.
- 4.34 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
- 4.35 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.

- 4.36 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.
- 4.37 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.
- 4.38 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.
- 4.39 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.
- 4.40 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.
- 4.41 Termination**
- 4.41.1 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.
- 4.41.2 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.

- 4.41.3 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.
- 4.41.4 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.
- 4.41.5 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.
- 4.41.6 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.
- 4.41.7 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.

**4.42 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.

**4.43 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.

## **5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS**

### **5.1 Project Background**

**5.1.1 Project Description:** The University of Arizona Recycling and Waste Management Program (RWM) is in operation to manage material generated at the University and support waste reduction opportunities throughout Campus. The Program focuses on waste reduction and increasing diversion options on campus through campus-wide collaboration and participation.

**5.1.2 Waste Removal:** There are currently fifteen (15) landfill compactors, one (1) recycling compactor, ten 10 landfill roll offs, 6 recycle roll offs, thirty-six(36) landfill front load containers, and fourteen (14) recycling front load containers across the University's waste operations.

Twelve of the thirteen compactors on Main Campus are owned by the University. Emergency service must be available to repair compactors within a 24-hour period. Service must be available 7 days a week.

All compactors must have the capability of monitoring compaction pressure as a cost avoidance measure.

All prices for service must include per pickup cost and must be held firm for a one-year period or for the term of the contract. Any price increase request must be delivered to the University of Arizona before April 1<sup>st</sup> of each year and prices are to remain in effect from July 1<sup>st</sup> – June 30<sup>th</sup> of each fiscal year. Any price increase shall not exceed annual government inflation.



### 5.1.3 Compactor & Roll Off Locations:

TYPE	SERVICE NAME		STREET	CITY	QTY	SERVICE CONTAINER
RO	U OF A VINEYARD TRASH PKR	1731	N VINE AVE	TUCSON	1	30YD TRASH ROLL OFF
RO	U OF A CORONADO HALL PKR	822	E 5TH ST	TUCSON	1	30YD TRASH COMPACTOR
RO	U OF A HARVILL BLDG PKR	1103	E 2ND ST	TUCSON	1	30YD RECEIVER BOX
RO	U OF A EDUCATION BLDG PKR	1430	E 2ND ST	TUCSON	1	20YD RECEIVER BOX
RO	U OF A LIFE SCIENCES PKR	1333	UNIVERSITY OF AZ	TUCSON	1	30YD RECEIVER BOX
RO	U OF A AHSC PKR	1501	N CAMPBELL AVE	TUCSON	1	30YD RECEIVER BOX
RO	U OF A ARIZONA STADIUM PKR	540	N VINE AVE	TUCSON	1	30YD RECEIVER BOX
RO	U OF A MCKALE CENTER PKR	1630	E UNIVERSITY AVE	TUCSON	1	30YD RECEIVER BOX
RO	U OF A KEATING BLDG PKR	1657	E HELEN ST	TUCSON	1	30YD RECEIVER BOX
RO	U OF A VINEYARD PAPER RO	1730	N VINE AVE	TUCSON	1	12YD RECY ROLL OFF
RO	U OF A PHX HSEB	435	N 5TH ST	PHOENIX	2	34YD TRASH COMPACTOR
RO	U OF A SONORA HALL COMPACTOR	910	E 5TH ST	TUCSON	1	34YD TRASH COMPACTOR
RO	U OF A MCKALE CENTER (RCY)	1630	E UNIVERSITY AVE	TUCSON	1	20YD RECY ROLL OFF
RO	U OF A VINEYARD C&D	1731	N VINE AVE	TUCSON	1	30YD TRASH ROLL OFF
RO	U OF A VINEYARD SINGLE STREAM PKR	1730	N VINE AVE	TUCSON	1	30YD RECEIVER BOX RECY
RO	U OF A ARCHITECT BLDG (RO)	1040	N OLIVE RD	TUCSON	1	12YD TRASH ROLL OFF
RO	U OF A LIBRARY (RO)	1510	E UNIVERSITY BLVD	TUCSON	1	20YD RECY ROLL OFF
RO	U OF A CLEANOUT CRB (TEMP)	530	UNIVERSITY OF AZ	TUCSON	2	30YD TRASH ROLL OFF
RO	U OF A HARVILL (RECY RO)	1103	E 2ND ST	TUCSON	1	20YD RECY ROLL OFF
RO	U OF A SAN XAVIER MINE (TEMP)	6200	W OCOTILLO RANCH RD	SAHUARITA	1	40YD TRASH ROLL OFF
RO	U OF A PHX BIO MED BSPB PKR	475	N 5TH ST	PHOENIX	1	34YD TRASH COMPACTOR
RO	U OF A VINEYARD CARDBOARD	1731	N VINE AVE	TUCSON	2	40YD RECY ROLL OFF
RO	U OF A FINE ARTS	1017	N OLIVE RD	TUCSON	1	30YD TRASH ROLL OFF
RO	U OF A HSIB PKR	1670	E DRACHMAN ST	TUCSON	1	30YD RECEIVER BOX
RO	U OF A CORONADO HALL	822	E 5TH ST	TUCSON	1	30YD TRASH ROLL OFF
RO	U OF A MUSEUM OF VISUAL ARTS	1031	N OLIVE RD	TUCSON	1	40YD TRASH ROLL OFF
RO	UNIVERSITY OF ARIZONA SOUTH	1140	COLOMBO AVE	SIERRA VISTA	1	30YD TRASH ROLL OFF

## 5.1.4 Front Load Container Locations:

TYPE	SERVICE NAME		STREET	CITY	QTY	SERVICE CONTAINER
COMM	U OF A PHX PLAZA	714	E VAN BUREN ST	PHOENIX	1	8YD TRASH 1X WK
COMM	U OF A PHX PLAZA	714	E VAN BUREN ST	PHOENIX	1	8YD RECY 1X WK
COMM	U OF A PHX ABC1	425	N 5TH ST	PHOENIX	1	4YD TRASH 2X WK
COMM	U OF A PHX ABC1	425	N 5TH ST	PHOENIX	1	4YD RECY 1X WK
COMM	U OF A VET SCIENCE	1580	E HANLEY BLVD	TUCSON	1	8YD TRASH 2X WK
COMM	U OF A VET SCIENCE	1580	E HANLEY BLVD	TUCSON	1	6YD RECY 1X WK
COMM	U OF A CANCER CENTER	1605	N CAMPBELL AVE	TUCSON	1	8YD TRASH 4X WK
COMM	U OF A AML	4715	E FORT LOWELL RD	TUCSON	1	4YD TRASH
COMM	U OF A ARCHITECT BLDG	1040	N OLIVE RD	TUCSON	1	4YD TRASH 1X EOW/ODD
COMM	U OF A DRAKE BLDG	1415	N 6TH AVE	TUCSON	1	8YD TRASH 1X WK
COMM	U OF A LIBRARY AM ROUTE	1510	E UNIVERSITY BLVD	TUCSON	1	8YD TRASH 6X WK
COMM	U OF A UNIV TERR APTS	925	N TYNDALL AVE	TUCSON	1	4YD TRASH 1X EOW/ODD
COMM	U OF A UA LABS EDU AND POETRY	1501	E SPEEDWAY BLVD	TUCSON	1	8YD TRASH 1X WK
COMM	U OF A USA BLDG	220	W 6TH ST	TUCSON	1	4YD TRASH 2X EOW/ODD
COMM	U OF A USA BLDG	220	W 6TH ST	TUCSON	1	4YD RECY 1X EOW/ODD
COMM	U OF A USB MAINGATE	888	N EUCLID AVE	TUCSON	1	8YD TRASH 2X WK
COMM	U OF A USB MAINGATE	888	N EUCLID AVE	TUCSON	1	8YD RECY 1X WK
COMM	UNIVERSITY OF ARIZONA MASTER	1730	N VINE AVE	TUCSON	40	96 GAL RECY ON CALL
COMM	U OF A CHEMICAL WASTE	1548	N RING RD	TUCSON	1	4YD TRASH 1X WK
COMM	U OF A INA E GITTINGS BLD 93	1713	E UNIVERSITY BLVD	TUCSON	1	4YD TRASH 7X WK
COMM	U OF A MCCLELLAND HALL	1130	E HELEN ST	TUCSON	2	4YD TRASH 5X WK
COMM	U OF A BROADWAY	1700	E BROADWAY BLVD	TUCSON	1	6YD TRASH 1X WK
COMM	U OF A ALVERNON	655	N ALVERNON	TUCSON	1	6YD TRASH 1X WK
COMM	U OF A ALVERNON	655	N ALVERNON	TUCSON	1	4YD RECY 1X WK
COMM	U OF A NORTH REC CENTER	1101	E MABEL ST	TUCSON	1	8YD TRASH 1X WK
COMM	U OF A NORTH REC CENTER	1101	E MABEL ST	TUCSON	1	8YD RECY 1X WK
COMM	U OF A HSIB	1670	E DRACHMAN ST	TUCSON	1	4YD RECY 1X WK
COMM	U OF A BABCOCK	1717	E SPEEDWAY BLVD	TUCSON	1	8YD TRASH 5X WK
COMM	U OF A KEATING	1657	E HELEN ST	TUCSON	1	3YD TRASH 2X WK
COMM	U OF A KEATING	1657	E HELEN ST	TUCSON	1	3YD RECY 1X WK
COMM	U OF A AME	1130	N MOUNTAIN	TUCSON	1	6YD TRASH 1X WK
COMM	U OF A AME	1130	N MOUNTAIN	TUCSON	1	3YD RECY 1X WK
COMM	U OF A RESEARCH AND CONDUCT	1618	E HELEN ST	TUCSON	1	3YD TRASH 1X EOW/ODD
COMM	U OF A RESEARCH AND CONDUCT	1618	E HELEN ST	TUCSON	1	2YD RECY 1X EOW/EVEN
COMM	U OF A WEST STADIUM	530	N VINE AVE	TUCSON	1	8YD TRASH 7X WK
COMM	U OF A VINE ANNEX	1420	E HELEN ST	TUCSON	1	3YD TRASH 1X EOW/EVEN
COMM	U OF A VINE ANNEX	1420	E HELEN ST	TUCSON	1	2YD TRASH 1X EOW/EVEN
COMM	U OF A VISUAL ARTS	1231	N FREMONT AVE	TUCSON	1	3YD TRASH 2X WK
COMM	U OF A GOULD SIMPSON	1040	E 4TH ST	TUCSON	1	8YD TRASH 2X WK
COMM	U OF A COCHISE RESIDENCE HALL	1018	E SOUTH CAMPUS DR	TUCSON	1	8YD TRASH 5X WK
COMM	U OF A COLLEGE OF VET MED BLDG 543	1580	E HANLEY BLVD	ORO VALLEY	1	6YD TRASH 1X WK
COMM	U OF A COLLEGE OF VET MED BLDG 543	1580	E HANLEY BLVD	ORO VALLEY	1	4YD RECY 1X WK
COMM	U OF A GARAGE MP	1597	E 16TH ST	TUCSON	1	8YD TRASH 1X WK
COMM	U OF A SUNNYSIDE	250	E VALENCIA RD	TUCSON	1	8YD TRASH 1X WK
COMM	U OF A SOCIAL BEHAVIORAL SCIENCE	3591	N BEAR CANYON RD	TUCSON	1	6YD RECY 1X MO/3RD WEEK
COMM	UNIVERSITY OF ARIZONA WEST CENTER	2959	W CALLE AGUA NUEVA	MARICOPA	1	4YD RECY 1X WK
COMM	UNIVERSITY OF ARIZONA WEST CENTER	2959	W CALLE AGUA NUEVA	MARICOPA	1	4YD TRASH 1X WK
COMM	UNIVERSITY OF ARIZONA	37860	W SMITH ENKE RD	MARICOPA	3	4YD TRASH 1X WK
COMM	UNIVERSITY OF ARIZONA	37880	W SMITH ENKE RD	MARICOPA	1	4YD RECY 1X WK
COMM	UNIVERSITY OF ARIZONA SOUTH	1140	COLOMBO AVE	SIERRA VISTA	2	8YD TRASH 1X WK

## 5.2 Landfill Waste

**5.2.1 Definition:** Landfill waste is defined as trash/materials that are destined to be landfilled and permanently buried. The University's desire is to decrease the total amount of waste and the total amount of waste that is landfilled each year over the course of this agreement.

**5.2.2 Required Containers:** The University is moving toward standardized signage and colors to improve waste reduction and diversion efforts. As a result, the Vendor should provide landfill waste containers that are consistent with these efforts. Bilingual signage including both English and Spanish for all containers provided by the Vendor is preferred. Landfill/waste bins that are marked "Landfill" are preferred over bins that are marked "trash" or "waste".

The Vendor must also supply additional decals upon request to renew labeling on containers.

A description and photos of the proposed containers and labels for use by the University must be provided and approved before use.

### **5.3 Recyclable Waste**

**5.3.1 Definition:** Recyclable waste is defined as commodity streams that can be recovered and recycled into new materials and products. The University's desire is to decrease the total amount of waste and increase the total amount of waste that is recycled each year over the course of this agreement.

**5.3.2 Contamination:** Contamination is defined as non-recyclable material or landfill waste mixing with otherwise recyclable waste. This may occur when waste materials are improperly sorted, recyclable materials are not properly cleaned, etc. The Vendor must provide their definition of contamination and the percentage of contamination allowed for each recyclable material stream.

The Vendor must also include the consequences incurred due to highly contaminated recycling collected from the University. It is preferred if the Vendor works with the University to set an amount (percentage by weight or volume) at which these consequences for high contamination are incurred. The Vendor must also include the time-period that the University has to correct contamination issues.

**5.3.3 Material Streams:** The University currently recycles the following commodities in varied single, dual, and single-commodity streams, dependent upon location, volume, and related factors. The campus community is encouraged to ensure that recyclable materials are empty, clean, and dry.

- Paper products
  - Corrugated cardboard
  - Newspapers
  - Brown paper bags
  - Paperboard and chipboard
  - Cereal boxes, shoe boxes, etc.
  - Waxed milk cartons and drink boxes
  - Molded fiberboard
  - Magazines and catalogs
  - Phone books
  - Printing and writing paper
  - Mail
- Window envelopes and labels accepted
  - Pamphlets, brochures, file folders, card stock, etc.
- Plastic products #1-7
  - Plastic films, Styrofoam, etc. are not accepted
- Metals
  - Aluminum, steel, tin cans/containers
  - Nonhazardous, empty aerosol cans
- Glass
  - Dishes, windows, lab glass, or broken glass are not accepted

The University separates the following commodities for recycling in certain high-volume situations:

- White office paper
- Books, journals, and catalogues
- Sensitive documents for shredding
- Corrugated cardboard
- Construction and demolition waste

The University also further separates mixed paper from other recyclable waste in numerous buildings on its main campus.

**5.3.4 Required Containers:** The University is moving toward standardized signage and colors to improve waste reduction and diversion efforts. As a result, the Vendor must provide recycling containers that align with these efforts. These containers must also include labels with the chasing arrows to indicate they are for recyclable only and must include a “no landfill/trash” indicator.

University staff currently remove bagged mixed recyclables from outdoor 95-gallon containers located at each building on main campus. These containers are then emptied and recyclable waste centralized at the recycling roll offs and front load container locations indicated above.

The Vendor must provide 550 recyclable waste containers with wheels in capacities from 35- to 95-gallons at the commencement of the agreement.

Bilingual signage including both English and Spanish for all containers provided by the Vendor is preferred.

The Vendor must also supply additional decals upon request to renew labeling on containers.

A description and photos of the proposed containers and labels for use by the University must be provided and approved before use. Pricing for purchase by the University of the above containers during the agreement period must also be provided.

## **5.4 Campus-Wide Waste Audit**

**5.4.1 Audit:** The University is in the process of establishing new goals for waste reduction on campus and improving our diversion rates away from the landfill. In order to accomplish this, a Campus Wide Waste Audit will be required by the Vendor within the first 30 days of the start of the agreement.

This Campus Wide Waste Audit will serve as a baseline from which the University will work to improve diversion rates away from the landfill, while decreasing contamination in recycling and compost.

Follow-up Campus Wide Waste Audits must be conducted on an annual or biannual basis to determine how, if at all, the University has progressed toward its goals.

**5.4.2 Audit Requirements:** The Campus Wide Waste Audit should include data over a week-long span within the Fall or Spring semester (when the campus is at normal operating capacity). The Campus Wide Waste Audit must include the following:

- Total waste tonnage from the campus for the week
- Total recycling tonnage from the campus for the week
- Diversion rate for the week

- A break down of landfill and recycling weights from different pickup locations or buildings
- Spot audits looking for recycling contamination rates from five (5) locations. Specific locations are to be determined between the University and the Vendor, but should represent a variety of building types including but not limited to:
  - Academic buildings
  - Administrative buildings
  - Research/lab buildings
  - Dining facilities
  - Dorms
  - Museums, art studios, or theater buildings
  - Recreation or athletic facilities
- Spot audits should provide the following information per building:
  - Weight
  - Breakdown of the recyclable materials by type and weight of each
  - Total contamination weight
  - Contamination percentage
  - Qualitative observations of common contaminants

**5.4.3 Quarterly Audits and Audit Support:** Additional recycling audits will be required to assist with waste reduction and contamination mitigation efforts. Quarterly recycling audits should include a sampling of two to three buildings from campus, using different buildings each quarter.

Quarterly audits should provide the following information for each building that is audited:

- Weight
- Breakdown of the recyclable materials by type and weight of each
- Total contamination weight
- Contamination percentage
- Qualitative observations of common contaminants

## **5.5 Recycling Improvement & Waste Reduction Plan**

**5.5.1 Improving Waste Reduction Efforts:** The University's desire is to decrease the total amount of waste and the total amount of waste that is landfilled each year from our campus. The University is in the process of establishing zero waste goals for the campus and recognizes the role that a waste and recycling Vendor can play in this process. It is the University's goal to find a Vendor that can work with campus stakeholders to reach these goals and assist with current efforts already underway on campus with the goal of reducing waste by 10% per year over the life of the contract.

**5.5.2 Waste Reduction Plan:** The Vendor will supply a plan outlining ways that they can assist the University's waste reduction efforts. Plans should utilize the quarterly audits as a tool to track progress and identify areas for improvement. The Plan must cover the following topics:

- Create better education on proper recycling for the campus community
- Reduction of contamination in recycling
- Deploy consistent signage and bins around campus
- Assist with the expansion of the compost program

## 5.6 Service

**5.6.1 Service:** The Vendor will provide service to all containers throughout the University's waste management operations. The Vendor is required to have a 24-hour response for emergency and additional pick-ups. Seasonal extra pick-ups may be required throughout the year.

**5.6.2 Fleet Vehicles:** The Vendor will provide a description of the primary vehicles that will be used to service the University, and a description of other vehicles available that may be utilized by the Vendor on campus. All vehicles must be clearly marked identifying the Vendor company name and a telephone number for reporting purposes.

Extra points in the evaluation process will be awarded for fleet vehicles that use alternative fuels such as electricity, hydrogen, compressed natural gas, ethanol, or biodiesel.

**5.6.3 Tonnage:** The University estimates the collection of 300 tons of landfill waste and 250 tons of recyclables on a monthly basis. The quantities stated are only an estimate and vary monthly due to the seasonality of the University's operations.

## 5.7 Reporting & Payment

**5.7.1 Reporting:** The Vendor will provide a monthly report with the following information:

- Tonnage of landfill, recycling, and compost material (if applicable) picked up during each service, including dates
- Grade of recyclable materials picked up during each service, including dates
- Value of each grade of recyclable material
- Market price verification for each material type (bills of lading, buyers agreements, or purchase requisitions are acceptable) or copy of applicable trade publication used for market pricing if proposed
- Totals for tonnage and cost and/or rebate for each stream of waste
- **The University must be given 24-hours' notice before any materials are either downgraded or landfilled**

The Vendor must provide a sample monthly report containing the information outlined above.

**5.7.2 Payment:** Reports and payment for materials will be due by the fifteenth day of the following month. Payment will be accepted by check only sent to Facilities Management Cost Accounting, attn: Monthly Recycling Disbursement, The University of Arizona, P.O. Box 210300B, Tucson, AZ 85721.

## 5.8 Pricing

**5.8.1 Pricing:** The Vendor will provide waste removal and related services pricing on pricing sheets by service type and frequency.

**5.8.2 Commodities Pricing:** The University recognizes that the commodity value of recyclable materials fluctuates. Therefore, proposals must reference one or a combination of the following:

- A percentage or amount relative to (-\$) the "high" regional market price referenced from the Official Board Markets Yellow Sheet for the graded material to be paid to the University; and/or

- A percentage or amount relative to (-\$) the direct sale price of graded materials to buyers/remanufacturers to be paid to the University
- In either case, a floor must be included if using an amount relative to (-\$) the value of the materials. For instance, -\$20/ton of sale price with a \$20/ton floor

## **5.9 Additional Needs**

### **5.9.1 Additional Needs:**

- A description of the Vendor's ability to flexibly meet the needs of a growing waste management program. This includes the ability to supply additional containers as needed for special events (and projected extra costs associated), a list of additional material grades that can possibly be recycled not included above, and any participation in other educational events and/or community programs.
- A description of the Vendor's ability to assist with special events on campus such as end of year dorm move out, athletic events, tailgating events, Spring Fling, Tucson Festival of Books and more.
- The University reserves the right to increase or decrease the container size, frequency of pick-ups, number of containers, and to add or delete facilities at any time during the duration of this agreement. The cost of additional containers will remain consistent with the unit costs in the Vendor's RFP response. Appropriate credits will be issued by the Vendor for any decrease in the number of containers or decrease in the frequency of pick-ups, upon 30 days written notice.
- The Vendor must ensure that all containers will be maintained in a clean and sanitary condition at all times and sanitized for odor and pest control. Containers are to be cleaned and disinfected on a regular basis (not less than 2 times per year). Any containers with graffiti will be replaced or repainted within 24 hours.
- Containers shall be kept in good operating conditions. All doors, lids or other moving parts shall be maintained in good visual and operating conditions through the length of the agreement. Drain plugs shall be maintained and replaced as often as needed. All containers must be labeled properly with the appropriate labeling and have appropriate lids/covers.
- When delivering, dumping, removing, or relocating containers, driver shall clean up area of all trash or debris which was the result of equipment movement.
- In addition to routine pick-ups, Vendor must be available within 24 hours' notice for non-routine pick-ups as required.
- Containers shall only be placed in the areas designated by University of Arizona Facilities Management.
- Weight tickets shall be readily available for verification after each pick-up. The Vendor is to supply weight tickets when requested or as part of the monthly invoice review.
- All equipment furnished by the Vendor for use by the University which the University has not purchased, shall remain the property of the Vendor and will be returned to the Vendor upon termination of the service at no additional cost. The University shall not be liable to the Vendor for any loss or damage to the



equipment. The University shall not make any alterations or improvements to the equipment without written consent of the Vendor.

- The Vendor will be responsible for all damages to University property in the performance of this contract.
- Failure to perform any of the pick-ups at the designated times and days will be noted as such and shown as deductions from the monthly invoice.
- Vendor are expected to adhere to all State and local regulations and Statutes governing trash/landfill and recycling collection and disposal.

**5.10 References** The Vendor must supply relevant and recent letters of reference from two other organizations or businesses of similar size and/or service level. A listing of the names, phones numbers, email addresses, and physical addresses of the Vendor's potential service representative, local manager, and regional manager (if applicable) for The University must also be included.

**5.11 Term of Agreement.** 3 years, with the option to renew for two additional one-year periods upon mutual agreement of both parties.

**5.12 Detailed Pricing.** See attached Pricing Sheet.

**5.13 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)

**6.1. 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 # S052203 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: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Facsimile #: \_\_\_\_\_ 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)