



## **Procurement and Contracting Services**

### **Request for Proposals to Produce a Comprehensive, Institutional Sustainability and Climate Action Plan**

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

**Sealed RFP # S052207  
Due on July 14, 2022 no later than 2:00 PM MST**

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For  
**REQUEST FOR PROPOSALS NO. S052207**

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## PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSALS, RFP #S052207

### 1.0 STATEMENT OF WORK

- 1.1 **Summary** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting sealed proposals from interested, qualified vendors to furnish the University with consultant services to produce the University of Arizona's first-ever comprehensive, institutional Sustainability and Climate Action Plan, hereafter referred to as the "Action Plan".
- 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.

06-20-2022 Issuance of RFP  
 07-01-2022 Technical Questions/Inquiries due no later than 12:00 PM, PST  
 07-14-2022 RFP is Due no later than 2:00 PM, PST  
 Week of 08-08-2022 Vendor Presentations  
 08-15-2022 Complete Evaluations  
 08-17-2022 Award Notification

**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, 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 July 1, 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 July 1, 2022.**
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than 12:00 PM MST on July 1, 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. 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 July 1, 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 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 July 14, 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 delays 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.app.box.com/f/e35402d4312346a98dc562e1b8fb6b97>**

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

**RFP#\_VendorName\_Response**



**\*\*Vendor please note: no more than two files should be uploaded, you may include a redacted copy if necessary\*\***

**no later than July 14, 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 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 the proposal that demonstrates the lowest pricing.

<p><b>Evaluation Criteria</b></p>
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<p><b>Sustainability &amp; Climate Action Experience – 30%</b></p>
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| <ul style="list-style-type: none"> <li>• Vendor clearly connects their experience in greenhouse gas emissions accounting and reporting</li> <li>• Vendor demonstrates acumen in the development of sustainability, climate, energy, resiliency, etc. plans for higher education, government, and/or private entities</li> <li>• Vendor clearly connects their experience with other areas of sustainability such as water, food, waste, transportation, etc.</li> <li>• Vendor clearly connects their capabilities and expertise in climate and/or sustainability modeling, the carbon offset marketplace and/or verification processes, mission-based offsets, etc.</li> <li>• Vendor proposes a holistic, meaningful stakeholder engagement plan which includes, at minimum: <ul style="list-style-type: none"> <li>○ Planning community charrettes, forums, town halls, and/or other stakeholder convening activities;</li> <li>○ Facilitation, negotiation, and/or mediation;</li> <li>○ High familiarity with shared governance, ownership, and decision-making strategies;</li> </ul> <p>And may also include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>○ Coalition-building;</li> <li>○ Stakeholder mapping;</li> <li>○ Other strategies not identified here</li> </ul> </li> <li>• Vendor clearly connects their experience in performing baselining, benchmarking, risk, cost/benefit and SWOT/gap or related analyses, and/or proposes other feasible solutions to identified challenges or shortcomings</li> <li>• Vendor demonstrates capabilities in crafting effective internal and external communications strategies and reporting frameworks</li> </ul> |
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<p><b>Diversity, Equity, Inclusion, Access, &amp; Justice Experience – 25%</b></p>
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| <ul style="list-style-type: none"> <li>• Vendor clearly connects their previous experience with projects and/or plans related to diversity, equity, inclusion, access, and/or environmental and social justice</li> <li>• Vendor demonstrates evidence of having incorporated diversity, equity, inclusion, access, and justice into its own operations, policies, and organizational culture</li> </ul> |
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<p><b>Financial Proposal – 20%</b></p>
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| <ul style="list-style-type: none"> <li>• Vendor provides a detailed and reasonable cost breakdown for each cost element</li> </ul> |
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<p><b>Project Understanding, Approach, &amp; Preliminary Work Plans – 10%</b></p>
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<ul style="list-style-type: none"> <li>• Vendor's proposal is of high quality, demonstrates a clear ability to meet all project objectives and deliverables, and addresses the full scope of work presented, including their recommended/anticipated approach to addressing all tasks/deliverables, with any exceptions noted and explained</li> <li>• Vendor clearly addresses the full scope of work presented, including their recommended/anticipated approach to addressing all tasks and deliverables with any exceptions noted and explained clearly</li> <li>• Vendor shows a clear understanding of the University's core values, mission, and Strategic Plan</li> <li>• Any proposed use of subcontractors is clearly explained – no University staff or faculty may serve as paid subcontractors</li> </ul>
<p><b>Overall Vendor Experience &amp; Proposed Personnel – 10%</b></p> <ul style="list-style-type: none"> <li>• Vendor profile is provided, including relevant company history, size, area(s) of specialty, etc.</li> <li>• Proposed personnel experience and professional qualifications are sufficient, including resumes, base locations, etc.</li> <li>• Vendor has proven capacity to adhere to timelines and therefore can abide by the anticipated schedule, or can provide clear justification as to why adjustments to the schedule might add value or be otherwise appropriate</li> <li>• Vendor demonstrates familiarity with Tucson, Arizona, and/or cities with similar characteristics, including climate risks inherent to the Sonoran desert, geopolitical landscape (border region), etc.</li> </ul>
<p><b>Value Add Requests – 5%</b></p> <ul style="list-style-type: none"> <li>• Vendor provides one or more responses to the value add requests that could be meaningfully incorporated into the final contract</li> </ul>
<p><b>References</b></p>

**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 University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

## 4.0 AGREEMENT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Services provided include, but are not limited to:

- education and training;
- cultural and athletic events;

- vehicle rentals
- event space and lodging; and
- parking and transportation.

Products include, but are not limited to:

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

- 4.4 Conflict of Interest.** Pursuant to the provisions of Arizona Revised Statute § 38-511, the Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 4.5 Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 4.6 Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.
- 4.7 Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 4.8 Inspection and Audit.** Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.
- 4.9 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.10 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.11 Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.



- 4.12 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.
- 4.13 Prohibited Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- 4.14 Small Business Utilization Program.** The University is committed to its [Small Business Utilization Program](#) and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.
- 4.15 Smoking and Tobacco Policy.** This policy applies to the University of Arizona main campus in Tucson, the Arizona Health Sciences Center, the Phoenix Biomedical Center, 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 <https://policy.arizona.edu/ethics-and-conduct/smoking-and-tobacco-policy>. The Successful Vendor is expected to respect this tobacco free policy and fully comply with it.
- 4.16 Export Control.** Each party shall comply with all applicable export control laws and economic sanctions programs. Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government. The parties will comply with U.S. export control and U.S. economic sanctions laws with respect to the export (including a deemed export) or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.
- 4.17 No Boycott of Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.
- 4.18 Safety Standards.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following guidance provided by OSHA, available at the following link <https://www.osha.gov/coronavirus/safework>. In addition, Contractor, Contractor employees, and/or subcontractors who will be performing work in University of Arizona locations, indoor or outdoor, must review and abide by the mask requirements listed at: <https://covid19.arizona.edu/face-coverings>.

- 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 on regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier / Contractor or the University. Neither party shall be under any further obligation to the other.
- 4.26 Indemnification / Hold Harmless.** The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees ("Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors of claims under similar such laws and

obligations. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

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

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

The insurance policies required in the two statements above shall be endorsed to name the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that the insurance afforded the Successful Vendor shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by 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 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
- 4.34 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.
- 4.35 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.
- 4.36 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.
- 4.37 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.
- 4.38 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.
- 4.39 Termination**
- 4.39.1 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.
- 4.39.2 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.

- 4.39.3 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.
- 4.39.4 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.
- 4.39.5 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.
- 4.39.6 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.
- 4.39.7 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.

**4.40 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.

**4.41 Confidentiality.** The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

**4.42 Data Use, Ownership, and Privacy.** The terms of this section apply if Supplier receives, has access to, stores, or analyzes any UA Data (as defined below). As between the parties, UA will own, or retain all of its rights in, all data and information that UA provides to Supplier, as well as all data and information managed by Supplier on behalf of UA, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Agreement, even if generated by Supplier, as well as all data obtained or extracted through UA's or Supplier's use of such data or information (collectively, UA Data). UA Data also includes all data and information provided directly to Supplier by UA students and employees, and includes personal data, metadata, and user content.

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

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

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

all pertinent information and data with respect thereto, and the execution of all applications, assignments and all other instruments reasonably requested by University.

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

#### **4.45 Information Security**

##### **4.45.1 Definitions**

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

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

**4.45.1.3 University Data.** University data means any and all data, information, text, graphics, works and other materials that are collected, loaded, stored, accessible, transferred through and/or accessed by the University in the course of using Vendor's services, including, but not limited to: (1) updates, modifications and/or deletions; (2) all of the results from the use of services; and (3) all information and materials that you develop or acquire prior to, or independently of, the Agreement. University Data is Confidential Information.

**4.45.1.4 Data Compromise.** Data compromise means any actual or reasonably suspected unauthorized access to, or acquisition of, data that compromises the security, confidentiality or integrity of the data or the ability of the University to access the data.

**4.45.1.5 Information Security Incident.** Information security incident means any actual or reasonably suspected incident, or imminent threat of unauthorized access, use, disclosure, breach, modification, or destruction of University Data; interference with information technology operations; or significant violation of the University's information security policy or the information security provisions of this Agreement.



## 4.45.2 Concepts

**4.45.2.1 University Data Protection.** All facilities used by or on behalf of the Vendor to store and process University Data will implement and maintain administrative, physical, technical, and procedural safeguards in accordance with industry best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification or disclosure. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event, less than reasonable in view of the type and nature of the data involved. The Vendor must maintain the administrative, physical, technical and procedural infrastructure associated with the provision of services to the University in a manner that is, at all times during the term of this Agreement, at a level equal to or more stringent than those specified by the parties to this Agreement.

**4.45.2.2 Access Control.** The Vendor will control access to the University's Data, limiting access to Authorized Users who have a legitimate need to know based on individual work assignment for the Vendor. The Vendor will trace approved access to ensure proper usage and accountability, and the Vendor will make such information available to the University for review, upon the University's request and not later than five (5) business days after the request is made in writing.

**4.45.2.3 Patch Management.** Vendor will carry out updates and patch management for all systems and devices in a timely manner, applying security patches within five (5) business days or less based on reported criticality. Updates and patch management must be deployed using an auditable process that can be reviewed by the University upon the University's request and not later than five (5) business days after the request is made in writing. An initial report of patch status must be provided to the University prior to the effective date of this Agreement.

**4.45.2.4 Scanning and Penetration Testing.** Prior to the Effective Date of this Agreement, and at regular intervals of no less than annually, and whenever a change is made which may impact the confidentiality, integrity, or availability of University Data, and in accordance with industry standards and best practices, Vendor will, at its expense, perform scans for unauthorized applications, services, code and system vulnerabilities on the networks and systems used to perform services related to this Agreement. An initial report must be provided to the University prior to the Effective Date of this Agreement. Vendor will provide the University the reports or other documentation resulting from the audits, certifications, scans and tests within five (5) business days of Vendor's generation or receipt of such results. The Vendor will, if such results so require, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement and provide the University with written evidence of remediation. The following audits, certifications, scans, and tests are required:

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

- 4.45.2.5 Encryption.** All systems and devices that store, process and/or transmit Confidential Information must use an industry standard encryption protocol for data in transit and at rest.
- 4.45.2.6 Security Development.** Vendor will use secure development and coding standards; including secure change management procedures in accordance with industry standards. The Vendor's web applications must meet OWASP Application Security Verification Standards (ASVS). The Vendor will perform penetration testing and/or scanning prior to releasing new software versions. Vendor will provide internal standards and procedures to the University for review upon the University's request.
- 4.45.2.7 Deterioration and Degradation.** Vendor will protect University Data against deterioration or degradation of quality and authenticity, including, but not limited to, annual data integrity audits performed by an independent, external organization.
- 4.45.3 Notification.** Any notices or communications required or permitted to be given to the University under this Agreement must be (i) given in writing and (ii) transmitted by electronic mail transmission (including PDF), to the University Information Security Office at [security@arizona.edu](mailto:security@arizona.edu). Any such notice or communication must be deemed to have been given on the day such notice or communication is sent electronically, provided that the sender has received a read receipt or other replied acknowledgement of such electronic transmission.
- 4.45.3.1 Notification and Data Compromise.** Unauthorized access or disclosure of nonpublic data is considered to be a breach. The Vendor will provide notification, as soon as it is aware of the Data Compromise or breach, to the University Information Security Office at [security@arizona.edu](mailto:security@arizona.edu). When the Vendor is liable for the loss, the Vendor must bear all costs associated with the investigation, response and recovery from the breach, including, but not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website and toll-free telephone call center services. Any limitation on liability in this Agreement or elsewhere is void to the extent that it relieves a Vendor from its own negligence or to the extent that it creates an obligation on the University to hold the Vendor harmless.
- 4.45.3.2 Incident Reporting.** Vendor will report all other Information Security Incidents to the University within 24 hours of discovery.
- 4.45.3.3 Third-Party Requests.** The Vendor will notify the University immediately if the Vendor receives any third-party request for University Data, including but not limited to a subpoena, a court order, a public records request, a request directly from a data subject, or other type of inquiry or demand; or the location or method of transmission of University Data is changed. All notifications to the University required in this Information Security paragraph will be sent to the University Information Security Office at [security@arizona.edu](mailto:security@arizona.edu), in addition to any other notice addresses in this Agreement. In all such instances, to the extent legally feasible, the Vendor will not provide any University Data to such third-party and will instead direct the requestor to the University.
- 4.45.4 Workforce Security and Location.** The Vendor will comply with workforce location and security clauses as outlined in this Agreement. Additionally, the Vendor will ensure their workforce is properly trained on information security and privacy practices of the University and on any information security or privacy regulations, as required by applicable rules. The Vendor must promote and maintain an awareness of the importance of securing the University Data to Employees and agents

- 4.45.4.1 Offshore.** The University may select or restrict where University Data will be stored and where University Data can be processed, and the Vendor will store and/or process it there in accordance with the service terms. If a data location selection is not covered by the service terms (or a Data Location Selection is not made by the University with respect to any University Data), the Vendor will not be restricted in the selection of University storage or processing facilities. Any services that are described in this Agreement that directly serve the University and may involve access to sensitive University Data or development or modification of software for the University will be performed within the borders of the United States. Unless stated otherwise in this Agreement, this requirement does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Agreement. This provision applies to work performed by subcontractors at all tiers and to all University Data.
- 4.45.4.2 Background Checks.** The Vendor must conduct background checks and not utilize any individual to fulfill the obligations of this Agreement, including subcontractors, if such individual has been convicted of any crime involving dishonesty or false statement including, but not limited to fraud and theft, or otherwise convicted of any offense for which incarceration for a minimum of one (1) year is an authorized penalty. Any such individual may not be an “Authorized User” under this Agreement.
- 4.45.5 Audit.** The Vendor will, at its expense, conduct or have conducted such audits and certifications as defined under this section at least annually, and immediately after any actual or reasonably suspected breach. The Vendor will provide the University the results of any such audits as defined under this section, along with the Vendor’s plan for addressing or resolving any shortcomings identified by such audits, within seven (7) business days of the Vendor’s receipt of such results.
- 4.45.5.1 Security Reviews.** The Vendor will complete one of the following audits at least annually and immediately after any actual or reasonably suspected Data Compromise: SOC 2 Type I or II, SOC for Cybersecurity, or an accepted Higher Education Cloud Vendor Assessment Tool. Evidence must be provided to the University prior to the Effective Date of this Agreement and at least annually thereafter.
- 4.45.5.2 Reports.** The University reserves the right to annual, at a minimum, review of: Vendor access reports related to access to University Data; Vendor patch management process, schedules, and logs; findings of vulnerability scans and/or penetration tests of Vendor systems; and Vendor development standards and processes.
- 4.45.5.3 Additional Audits at University Request.** The University may require the Vendor to perform additional audits and tests, the results of which will be provided to the University within five (5) business days of the Vendor’s receipt of such results.
- 4.45.6 Destruction and Return of University Data.** Except as permitted in other areas of the Agreement, the Vendor will promptly return the University’s Confidential Information upon termination of this Agreement, the final performances of services under this Agreement, or upon the request of the University, whichever comes first. In the event the Vendor has non-unique copies of the University’s Confidential Information that are also held by or returned to the University, the Vendor may, in lieu of returning such non-unique copies, destroy such Confidential Information in all forms and types of media and provide written confirmation or certification of such destruction.

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

### **Overview**

The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested, qualified vendors to furnish the University with consultant services to produce the University of Arizona's first-ever comprehensive, institutional Sustainability and Climate Action Plan, hereafter referred to as the "Action Plan".

The principal goal of the Action Plan is to create a roadmap the University will use to reach its climate neutrality goal date of 2040 or, ideally, sooner, in alignment with The Paris Agreement and the University of Arizona Strategic Plan. Historically, the creation of an Action Plan on college and university campuses has tended to foster a stronger culture of sustainability, environmental, and social justice literacy and we anticipate seeing the same benefits at the University of Arizona. The Action Plan will also aid in baselining and benchmarking the University across common sustainability metrics, developing realistic and implementable goals across those metrics, and producing a clear roadmap that effectively guides formal policy-making, administrative planning, and project decisions. One of the central intentions of this inaugural Action Plan is that it is a dynamic, living document that serves as a point of reference and a source of direction and empowerment for the institution.

The University expects that both the action planning process and the completed Action Plan itself will foster cross-campus engagement and buy-in, via broad stakeholder participation and a framework for continuous touchpoints and dialogue. The University of Arizona Office of Sustainability will serve as the lead primary convener and point of contact for the duration of the planning process as well as through the implementation of the Action Plan and all reporting functions.

The University envisions a process that includes a holistic review of our carbon mitigation actions to date and the development of a SWOT/gap or related analysis, with recommendations to close any identified gaps. In addition, we seek vendor support in generating ambitious goals that are specific, measurable, attainable, realistic, and time-bound (SMART), and setting explicit priorities. A successful Action Plan will look beyond net-zero carbon emissions to consider a range of organizational, social, and economic opportunities for the University, including but not limited to those within procurement, research, academics, and campus life. Moreover, the Action Plan will necessarily incorporate key performance indicators, financial cost-benefit analyses with an exploration of potential campus and external funding sources, and identification of lead/accountable parties for all proposed initiatives.

### **Diversity, Equity, Inclusion, Access, and Justice**

Importantly, the University is prioritizing vendors that have previous, proven experience in diversity, equity, inclusion, access, and justice (DEIAJ) facilitation. Our goal is to find a vendor who can offer both climate and sustainability action planning, and DEIAJ expertise, in tandem. The Office of Sustainability will be working jointly with the Office of Diversity & Inclusion to ensure that DEIAJ remains at the forefront of this endeavor.

It is critical to the campus community that the final Action Plan puts people first, and that historically underrepresented voices are not only given a seat at the table but also given numerous opportunities to be heard and to lead throughout the development and implementation of the Action Plan. Sustainability has historically been a privileged, majority-white space on many college campuses, and UArizona is no exception. We are therefore keenly interested in ensuring that the engagement process for this Action Plan reaches beyond the sustainability "choir" and reflects the needs, hopes, and objectives of our incredibly diverse community – especially those who are historically underrepresented.

The Action Plan must align with the University's six Core Values – most notably, Inclusion, Integrity, Compassion, and Adaptation. UArizona recognizes that the climate crisis has a direct bearing on its students, staff, faculty, and community members. No Action Plan is complete unless it addresses racial, economic,

health, and environmental systemic inequities, nor is an Action Plan effective unless it ensures that all proposed actions do not negatively impact underrepresented, low-income, and/or communities of color. The Action Plan must serve and uplift the most vulnerable among us.

## Key Deliverables and Considerations

The primary deliverable for this engagement is the Action Plan itself, with an ideal target completion date of early Fall 2023. In addition to DEIAJ facilitation and support, other specific deliverables that the University requests from the selected vendor, as a supplement to the Action Plan include the following, at minimum. More information about each of these deliverables can be found in Section 5.3.

- A stakeholder engagement plan, or its equivalent, providing a methodology for obtaining campus and public participation and feedback;
- Current state and gap/SWOT or related analyses to establish performance baselines and benchmark the University relative to at least five of its ABOR-defined peer institutions;
- A short “prioritization guide” for internal use only, to help campus administrators and decision-makers evaluate anticipated impacts, risk/cost avoidance, and community concerns to more effectively implement the plan;
- A communications strategy, or its equivalent, and an annual reporting framework for sharing updates about the Action Plan and progress at regular intervals.

Where possible, the Action Plan should also broadly align with the United Nations 2030 Sustainable Development Goals and the Advancement of Sustainability in Higher Education’s (AASHE) Sustainability Tracking, Assessment & Rating System (STARS), with the general goal of making institutional reporting as efficient as possible.

Upon its completion, the Action Plan will enhance the University’s resilience and overall preparedness for the anticipated regional and global impacts of climate change.

**5.1 Term of Agreement.** The University anticipates the term of a resulting contract to be eighteen (18) months from award with all agreed-upon deliverables completed within this time period.

## 5.2 Background

**5.2.1 Brief History.** Established in 1885 as Arizona’s first public university and serving as its land-grant institution, the University of Arizona (UArizona) is a top 20 public research institution and holds HSI (Hispanic-Serving Institution) designation. UArizona is a global leader because of the value of the education it provides, its leading-edge research initiatives, and the employability of its graduates. At UArizona, teaching, research, service, and innovation merge to improve lives in the state and beyond.

UArizona is the only university in the state with two medical schools and placed in the top 50 public universities according to the *U.S. News & World Report Best Colleges [ranking](#)*. The University is a [global leader in research](#), particularly in astronomy, business, sustainability, and the [environment](#), among other disciplines, and reported more than \$761 million in research expenditures in fiscal year 2020.

UArizona has a long history of engagement in sustainability initiatives, and first demonstrated its commitment to building a more sustainable future by becoming one of the charter signatories of the American College and University Presidents’ Climate Commitment (ACUPCC) in 2007. The ACUPCC was created by Second Nature, one of the leading national non-profit organizations that work to advance climate action in, and through, higher education. In 2015,

Second Nature rebranded and expanded the ACUPCC to form the Presidents' Climate Leadership Commitments for higher education institutions.

Maintaining and broadening the original commitment, UArizona pledged that it would not only reduce greenhouse gas emissions to zero by 2050 but also would integrate climate resiliency, in partnership with the Tucson and broader Southern Arizona community, to ensure climate adaptation and community capacity-building to deal with a changing climate and resulting extremes. As mentioned in Section 5.0, the University then moved its climate neutrality goal date up from 2050 to 2040, as part of the 2018 Strategic Plan.

Despite the lack of a formal Action Plan, UArizona has made significant progress toward its climate neutrality goal. In August 2019, UArizona signed a 20-year agreement with Tucson Electric Power to source [100% of its grid-based energy from renewable resources](#). The agreement is the largest campus-utility bilateral agreement of its kind in North America and came into effect in May 2021, eliminating the entirety of the University's scope two greenhouse gas emissions on Main Campus and reducing the total emissions for Main Campus by almost one-third. UArizona placed in the top 10 on the EPA's list of Top 30 College & University Green Power Partners and in the top 100 nationally, alongside the likes of Google, Microsoft, and other Fortune 500 companies.

Likewise, UArizona operates one of the largest student-directed "green funds" and one of the most comprehensive university-municipal composting programs in the nation. The Campus Sustainability Fund (CSF) was established to provide funding support for large- and small-scale projects that build a more sustainable, equitable, and resilient future for the University of Arizona and Tucson communities. The CSF allocated approximately \$400,000 in funding to grantees in Spring 2022 and is expected to provide nearly \$750,000 annually by 2026. The Compost Cats program operates FoodCycle, a commercial composting program that interfaces with local businesses, in partnership with the City of Tucson. Compost Cats also offers a small-scale residential compost initiative called the Bucket Program to campus affiliates and Tucson residents alike. Since 2011, Compost Cats and the City of Tucson have diverted well over 20 million pounds of organic waste from local landfills through their unique partnership.

Beyond this, UArizona has established numerous operational sustainability practices and policies, including requiring a minimum of LEED Silver certification in all new construction and major renovations, meeting ~95% of landscape irrigation needs using reclaimed (recycled) water, and employing "traditional" energy conservation and retrofit tactics such as relamping and retro-commissioning, etc.

Finally, UArizona also offers countless other environmentally- and sustainability-oriented programs and initiatives, including the [Cooperative Extension](#), the [Cooper Center for Environmental Learning](#), the [Community & School Garden Program](#), [Tucson Village Farm](#), additional links offered in Section 5.2.3, and many more. We seek to build on these endeavors and successes in now crafting the University's inaugural Sustainability and Climate Action Plan.

More information about the University of Arizona is available on [our main website](#), and additional statistics can be found in the University's [Interactive Fact Book](#).

## **5.2.2 Mission, Purpose, and Values**

### *University of Arizona Mission*

*We will continuously improve how we educate and innovate so we can lead the way in developing adaptive problem-solvers capable of tackling our greatest challenges.*

### *University of Arizona Purpose*

*Working together to expand human potential, explore new horizons, and enrich life for all.*

### University of Arizona Core Values

*Integrity – Be honest, respectful, and just.*

*Compassion – Choose to care.*

*Exploration – Be insatiably curious.*

*Adaptation – Be open-minded and eager for what's next.*

*Inclusion – Harness the power of diversity.*

*Determination – Bear down.*

It is important to the University that its mission, purpose and values are reflected in the final Action Plan. More information about these guiding principles can be found on the University's [Purpose, Mission, & Values page](#), and more about "Bear Down" can be found on the University's [Student Life page](#).

**5.2.3 Institutional Boundaries and Statistics.** The University of Arizona is a global university with a large regional, national, and international footprint. However, the scope of this Sustainability & Climate Action Plan will remain regional, with the following geographic/institutional areas anticipated, but not necessarily guaranteed, for inclusion:

- University of Arizona Main Campus, Tucson, Arizona
  - The University of Arizona Main Campus is a 391-acre urban campus, located centrally in Tucson, Arizona, approximately one mile northeast of Downtown Tucson. Main Campus is defined as a contiguous operational control boundary, largely consistent with readily available central utility systems data, and includes approximately 140 buildings. The University's Main Campus houses the vast majority of the University's activities.
- University of Arizona outlying properties or land owned/operated by the institution within 50 miles of Main Campus
  - As an urban campus and a land grant institution, the University of Arizona owns and operates numerous outlying properties within and near the City of Tucson that have typically been excluded from previous greenhouse gas inventories, but that we would like to include in this Action Plan process.
  - This includes, but is not limited to [Biosphere 2](#), [Tech Parks Arizona](#), [Mt. Lemmon Sky Center](#), the [Campus Agricultural Center & Farm](#), [Tumamoc Hill](#), the [Santa Rita Experimental Range](#), the [Alfie Norville Gem & Mineral Museum](#), [Hi Corbett Baseball Field](#), the [College of Veterinary Medicine](#), and more. A full list of properties will be provided at the start of the engagement.
- University of Arizona Phoenix Bioscience Core, Phoenix, Arizona
  - The Phoenix Bioscience Core (PBC) is a 30-acre urban campus, located centrally in Downtown Phoenix, Arizona. PBC hosts the University's second medical school and is a joint bioscience and medical education/research venture, comprising public and private academic, clinical, and research organizations. It also hosts activities from both Northern Arizona University and Arizona State University.
- University of Arizona Sierra Vista Campus, Sierra Vista, Arizona



- The Sierra Vista Campus is a branch campus of the University and serves Sierra Vista, Arizona and the greater Cochise County area. The Sierra Vista Campus is home to the College of Applied Science & Technology, offering undergraduate degrees in technology, education, policy, cybersecurity and intelligence, and more.

The University of Arizona Main Campus counted 16,383,747 gross square feet of space in fiscal year 2021 and has approximately 300,871 new gross square feet under construction. The Phoenix Bioscience Core consists of an additional 977,092 gross square feet and the Sierra Vista Campus 40,384 gross square feet.

The University had 49,471 students enrolled in Fall 2021 with 39,113 on Main Campus, 7,352 enrolled in Arizona Online, 1,120 enrolled in Arizona Global, 762 at the Phoenix Bioscience Core, and the remaining 1,124 spread across other locations. Students are enrolled in the University's [20 academic colleges](#).

The University had 15,550 employees in Fall 2021 with 9,479 staff, 3,266 faculty, and 2,805 graduate assistants.

**5.2.4 Office of Sustainability.** The University of Arizona Office of Sustainability was established in 2011 and underwent a set of major structural and organizational changes in 2018, which greatly enhanced the Office's sphere of influence, visibility, and impact, and allowed much more interaction and collaboration with partners on- and off-campus.

The mission of the Office of Sustainability is to accelerate institutional sustainability and climate action through the collaborative pursuit of student-centered interdisciplinary solutions that are environmentally sound, socially just, and economically viable. To accomplish this mission, the Office employs seven full-time staff members and 20-25 part-time student employees each semester.

More information on the Office of Sustainability is available at [sustainability.arizona.edu](https://sustainability.arizona.edu).

As mentioned in the introductory section (5.0) above, the Office of Sustainability will serve as the primary stakeholder, convener, and contact for the duration of the planning process and will dedicate at least two full-time equivalents of staff capacity to the development of the Action Plan. The Office of Sustainability will also provide or organize all reservations, meeting space requirements, and refreshments for the duration of the process.

**5.2.5 Technical Work Already Completed.** The University of Arizona has completed the following technical work, which should be included in the Action Plan (all are limited to Main Campus):

- [Annual greenhouse gas inventories](#);
- 12-week pro-bono climate action planning engagement with a climate/sustainability planning consultant during Fall 2021, which resulted in high-level recommendations for a subsequent Action Plan and potential climate adaptation and mitigation investments;
- [Large scale renewable energy agreement](#) with Tucson Electric Power (TEP);
- Institutional waste assessment and strategic vision (Post Landfill Action Network [PLAN] Atlas program);
- Main Campus onsite solar capacity analysis (up to 4.8MW);
- 2017 Storm Water Management Plan;

- 2022 Master Plan (in process - not yet complete);
- 2022 Energy Master Plan (in process - not yet complete);
- 2022 Water Conservation/Management Plan (in process - not yet complete);
- 2022 Housing Master Plan (in process - not yet complete);
- 2022 Arts Master Plan (in process - not yet complete).

**5.3 Scope of Work and Minimum Deliverables.** The University of Arizona is soliciting proposals to support a multi-phased approach to generate the University's inaugural Sustainability & Climate Action Plan. Proposals should align with the phases and approaches laid out below, however, **alternatives to these are welcome and encouraged**. The successful vendor will work closely with the Office of Sustainability, the Action Plan's Steering Committee, and other critical stakeholders to refine the scope, schedule, and deliverables throughout the process.

**5.3.1 Planning Horizon.** This iteration of the Action Plan is expected to take the University through 2030, with another major update of the Action Plan, including an expanded, global scope, expected to extend from 2030 to 2035 or 2040. A tentative schedule for the creation of the Action Plan is included in Section 5.4.

**5.3.2 Develop the Sustainability & Climate Action Plan.** The vendor will lead the development of a single comprehensive Sustainability & Climate Action Plan for the University that integrates all existing and planned sustainability-related goals and initiatives, including interim milestones, clear DEIAJ elements and priorities, financial, cost/benefit, and key performance indicators, accountable parties for all identified initiatives, and confirmed or potential funding sources, both internal and external, where possible. The Action Plan is the primary deliverable for this project. The vendor should present the Action Plan in a visually engaging and accessible format.

While the vendor will lead the development of the Action Plan, the process is expected to be highly collaborative with 25-50+ staff, faculty, and students actively involved in the creation of initiatives and refinement of goals. Many more subject matter experts and community members are also expected to be involved, though on a less frequent basis.

The vendor will develop an Action Plan that includes a defined greenhouse gas mitigation strategy, building upon existing technical work to create a formal, strategic roadmap that can provide actionable information which the University of Arizona can use to decarbonize, achieve 100% reliance on renewable energy sources for cooling, electricity usage, and heating, and reduce, mitigate, or offset all other greenhouse gas sources by 2040 or sooner while maintaining reliable utility services to campus. Strategies to be considered and/or reviewed should include, but not be limited to:

- Decommission natural gas stationary combustion – cogeneration systems, boilers, etc.;
- Electrify or phase out all internal combustion engines, including vehicles, golf carts, maintenance machinery, emergency back-up generators, etc. Careful considerations will need to be taken to ensure electrical charging infrastructure is included;
- Conversion of campus infrastructure from centralized steam to centralized or distributed low-temperature hot water;

- Procure onsite renewable energy and expand offsite renewable energy and the associated environmental attributes for all remaining/additional Main Campus needs, as well as all outlying properties as defined by our Institutional Boundaries;
- Modular nuclear power generation and consequent challenges, public relations issues, etc.
- Increase the use of ground- and air-source heat pumps, bio-fuels, integrated thermal energy storage, and sewage heat recovery;
- Reduce single occupancy/fossil-fuel-based commuting to and from all properties, support electrification of student and employee vehicles;
- Reduce university-sponsored air travel, including study abroad air travel;
- Reduce waste and improve diversion;
- Reduce energy demand.

It should be noted that offsets will **only** be considered once all available strategies to achieve climate neutrality have been fully implemented. If/when this point is reached, UArizona will only pursue mission-linked and/or local offsets.

The Action Plan should go beyond just greenhouse gas mitigation, serving as a formal, strategic roadmap that provides actionable information which the University of Arizona can use to dramatically improve a range of organizational, environmental, social, and economic functions. At present, strategies are expected to be developed across the following Working Groups. More granular Topical Areas are listed in the working organizational structure provided in Section 5.6. Both Working Groups and Topical Areas are likely to evolve over the course of the process:

- Built Environment;
- Academics, Curriculum, & Research;
- Contracting, Investments, & Procurement;
- Engagement & Campus Life;
- Planning & Administration.

Business as usual forecasts should be included for all areas where their inclusion supports the need for action.

The Action Plan should include goals and initiatives that are specific, measurable, attainable, realistic, and time-bound (SMART) as well as context-based, visionary, and informed by stakeholders. They should include interim milestones and key performance indicators to ensure clear progress, and enable intervention as needed. A combination of short-, medium-, and long-term goals and initiatives is preferred, with a mix of incremental and transformative changes, depending on direction provided by UArizona.

Each recommended goal and initiative should incorporate the needs of all members of the community to create equitable outcomes, to the greatest extent possible. To achieve this, each goal and initiative must clearly indicate how it addresses past harms, eliminates current or future harms, and supports greater diversity, equity, inclusion, and/or access for all relevant

stakeholders. Clear performance indicators are key to monitor progress and ensure equity. These indicators should also align with the principles of a [Just Transition](#) as laid out by the [Climate Justice Alliance](#), with solutions that support climate and environmental justice, food sovereignty, a just recovery, and more, as provided in [A People's Orientation to a Regenerative Economy](#).

The vendor should include how each goal and initiative supports climate resilience/preparedness and adaptation, and mitigates risk to the University and its stakeholders where possible.

Each recommended goal and initiative should also include a rough cost/benefit analysis including co-benefits, expected emissions reductions (if applicable), and an analysis of the financial, environmental, social, and health costs and benefits. As part of each cost/benefit analysis, the vendor should include the financial components of avoided risk due to a goal or initiative.

Each goal and initiative should also clearly define accountable parties within the University as well as potential funding sources to ensure execution, both internal and external, where possible.

Where possible, the Action Plan should also align with the [United Nations' 2030 Sustainable Development Goals](#).

It is acknowledged that certain strategies will require a much deeper dive outside of the Sustainability & Climate Action Plan process; however, these strategies should be included, and clear next steps to take that deeper dive defined within the Action Plan.

**5.3.3 Prioritization Guide.** The vendor will provide a succinct “prioritization guide” for internal use based on the resources required to execute an initiative within the Action Plan, the anticipated impact and risk avoidance, community concerns and priorities, etc. to enable more effective implementation.

**5.3.4 Facilitate Stakeholder Engagement.** The vendor will generate a stakeholder engagement plan that offers a creative and interactive path for soliciting diverse and inclusive input from all stakeholders, on- and off-campus. The preferred process will use a holistic approach to public participation to ensure open dialogue throughout the development of the Action Plan. For the stakeholder engagement plan, the University requests the following actions of the selected vendor:

- Create a large-scale sustainability literacy survey, developed in partnership with University faculty and staff;
- Plan, prepare, and co-convene virtual, in-person, and hybrid planning charrettes with all relevant stakeholders;
- Provide tools and best practices to support the facilitation and documentation of weekly meetings across Working Groups and other meetings more broadly;
- Incorporate best practices to engage students, particularly diverse student populations throughout the outreach and planning processes;
- Emphasize that decisions across the University have sustainability implications that must be considered and addressed.

As part of the stakeholder engagement process, the vendor will begin by supporting multiple visioning sessions to identify guiding principles, institutional definitions for key terms such as “sustainability”, “climate action”, “environmental justice”, etc. The vendor will also help to refine the organizational structure provided in Section 5.6 to streamline goal and initiative creation.

The types and frequencies of anticipated meetings and presentations for the vendor are as follows, with key attendees indicated. Note that these meetings and presentations are subject to change:

- Initial project kickoff meetings – Core Team, Working Groups, Steering Committee
- Weekly (or more frequent) check-ins – Core Team
- Bi-monthly to quarterly community charrettes – Campus and community stakeholders
- Quarterly updates – Steering Committee, relevant Shared Governance organizations
- Biannual updates – President, Senior Leadership Team
- Final project closeout meetings - President, Senior Leadership Team, Core Team, Steering Committee, relevant Shared Governance organizations

The vendor should plan for personnel to be in-person for all community charrettes (maximum of 4-6) and in-person attendance is strongly encouraged for all project closeout meetings (all to occur within one week of each other). Virtual versus in-person attendance for closeout will be up to the discretion of the Office of Sustainability. All other meetings are expected to be virtual or hybrid.

**5.3.5 Assess Current State and Develop Gap/Related Analysis.** The vendor will support the establishment of performance baselines across all relevant areas via data collection and review, providing assessment tools and best practices that may be used for annual or more frequent reporting in the future. From this review, the vendor will identify gaps, including overlooked sources of carbon emissions and areas for improvement, and make recommendations that can be incorporated into the construction of the Action Plan. In addition, the vendor will support a comprehensive review of the University’s actions to date, including success stories that can be incorporated throughout the Action Plan.

The successful vendor will need to review relevant campus plans such as the University of Arizona Strategic Plan, in addition to the technical work provided above to ensure adequate coverage and connections to existing plans, and to ease integration of the Sustainability & Climate Action Plan into future institutional planning processes.

The vendor will need to benchmark the University of Arizona relative to at least five of its [peer institutions as defined by the Arizona Board of Regents](#). [Additional peers](#) from the Association of American Universities or those with medical schools, that are members of the PAC-12 NCAA conference, and/or that are land-grant institutions may also be included. This assessment should not only show the value of completing a Sustainability & Climate Action Plan but also help us to better understand how peers approach sustainability and strategic planning in this space. The assessment shall include a review of each peer institution in the following categories:

- AASHE STARS sustainability ranking and performance on related ratings and rankings (Princeton Review Green Colleges, Sierra Club Cool Schools, research expenditures related to sustainability or the environment, etc.);

- Climate neutrality date(s) and other significant institutional goals around energy use, renewable energy procurement, sustainability literacy, etc.;
- Noteworthy successes and shortfalls;
- Sustainability strategies, priorities, and goals as well as related metrics and key performance indicators.

**5.3.6 Develop a Communications Strategy and Reporting Framework.** The vendor will support the development of a strategy to best present and communicate the Action Plan to internal and external stakeholders, as well as the broader community, both during the creation of the Action Plan and once the Action Plan is finalized. The vendor will also support the creation of an annual reporting framework to track progress on the implementation of the Action Plan.

The communications strategy will likely overlap with the stakeholder engagement strategy but should go further, to provide best practices in engaging all university stakeholders to achieve the level of behavior change necessary to fully execute the Action Plan. The vendor should provide recommendations and best practices that address the following questions:

- Why do we need people to act? Note that the University favors positive, solution-oriented messaging rather than fear tactics or placing emphasis on what we stand to lose if people do not act.
- Who needs to act, and what actions do we need them to take? In what time frame?
- Where are the greatest opportunities for engagement with our community and how do we effectively communicate updates and requests for participation?
- Who needs to hear from us, and at what frequency and granularity?
- What benefits can/should we articulate to different stakeholders?
- How will we measure how and whether individuals have helped achieve the goals of the Action Plan?

Additionally, the communications strategy should include storytelling campaigns and a toolbox that includes visuals, newsletters, opportunities for input, etc. These should focus on uplifting or positive messages and accessible calls to action.

We welcome vendor suggestions and recommendations in regard to the creation of an interactive website, ArcGIS StoryMaps, dashboards or other products that help campus users better understand and engage with the Action Plan and help the University effectively tell the Action Plan's 'story.'

The majority of web-oriented communications, including the creation of campus email messaging and building out a website for the Action Plan, is expected to occur in-house.

The reporting framework should include annual, iterative review periods and opportunities for updates, including recommended tools and processes to track the progress of initiatives toward applicable goals. The framework should also include an "annual review" template to input updates/progress on the Action Plan into for efficient publication.

To streamline efforts and minimize campus reporting demands, the Action Plan should take into account and align with the Association for the Advancement of Sustainability in Higher Education's (AASHE) Sustainability Tracking Assessment & Rating System (STARS) platform.

**5.3.7 Financial Proposal.** UArizona has set aside funding to pursue this initiative and will consider a variety of proposals and a range of fees depending on the value provided by the vendor. Prospective vendors should provide a clear cost breakdown of the tasks to be performed with a breakout of the hours for each employee category (principal, senior engineer, senior planner, technician, etc.) per work task identified. The vendor will indicate any assumptions made such as number of meetings, number of drafts, etc. and include this information with the cost proposal. Total hours and dollars for each deliverable and the final project must be shown.

Total compensation available will be established upon contracting of vendor with the University. This compensation includes all labor, tools, travel expenses (including but not limited to hotels, meals, etc.), materials, and equipment, as well any additional vendor expenses for the development of the Action Plan. The payment schedule will be based on a set of deliverables determined by the selected vendor and the University.

**5.4 Schedule.** The University anticipates the following schedule, however, this is subject to change based on negotiation with the final vendor and additional factors that are likely to arise during the Action Plan development process:

- August - September 2022 | Begin vendor engagement including but not limited to right-sizing Action Plan scope and expectations, establishing goals and objectives, updating the anticipated timeline, beginning data collection, developing launch and outreach strategies/events, etc.
- September 2022 – December 2022 | Launch internal engagement including initial meetings with the Action Plan's Steering Committee and Shared Governance groups as necessary, etc. Begin work within internal Working Groups and identified Topical Areas. Develop a communications plan for the development process including two to four large-scale, hybrid in-person/online opportunities (e.g. town hall meetings, etc.) to solicit both campus and community input for inclusion within the Action Plan. Continue data collection on an as-needed basis.
- January 2023 – April 2023 | Begin Action Plan production with an initial draft ready to share by the end of April 2023. Continue campus and community engagement with at least two large-scale opportunities to solicit both campus and community input and feedback on select goals and actions for inclusion within the first/second draft of the Action Plan.
- May 2023 – August 2023 | Incorporate feedback received in the first draft of the Action Plan and have a second draft ready to share by the end of June 2023. Incorporate feedback received in the second draft of the Action Plan and have the final draft of the Action Plan ready to launch by the end of August 2023, including specialized versions for key senior leaders
- September 2023 – October 2023 | Launch Action Plan across campus including final presentations to the Action Plan's Steering Committee, the President and Senior Leadership Team, and Shared Governance groups as necessary, etc.

**5.5 Value Add Requests.** The University will also consider proposals that address the following areas. These requests will be considered separately from the Scope of Work & Minimum Deliverables but may be incorporated upon contracting of the vendor with the University.

**5.5.1** The City of Tucson is in the process of creating its own Climate Action & Adaptation Plan, currently expected to be complete by December 2022. What engagement strategies could the



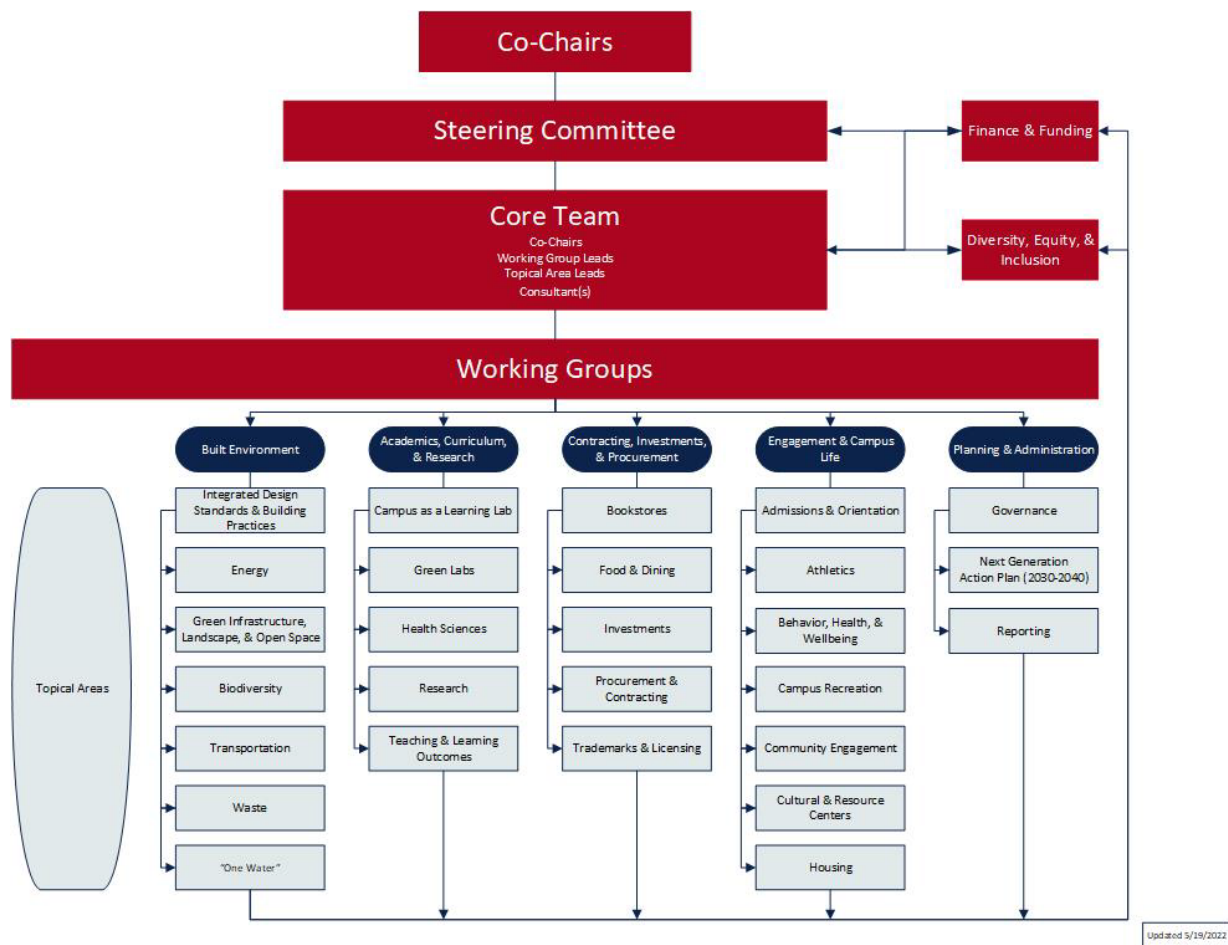
vendor offer to support better alignment, dovetailing of efforts, and enhanced touchpoints between the City of Tucson and University of Arizona?

**5.5.2** As part of the current state assessment and SWOT/gap or related analysis, a majority of the data required to submit an updated AASHE STARS report will be gathered. How could the vendor support this process?

**5.5.3** An Action Plan of the scale and scope that is envisioned here requires intentional and extensive project management, not only to create it but to implement it as well. How could the vendor support project management (tools or other) after the Action Plan has been created? Does the vendor have solutions, such as a dashboard, to simplify progress reporting across the Action Plan?

**5.5.4** Provide any additional information that you believe to be pertinent but not specifically requested elsewhere in the RFP.

**5.6 Organizational Structure.** The University has created the following working organizational structure to support the creation of the Sustainability & Climate Action Plan. Working Groups and Topical Areas are likely to evolve over the course of the process:



**5.7 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 \_\_\_\_\_

**5.8 References.** Vendor to provide **five (5)** customer references, from comparable institutions for similar products or services specified in this RFP from within the last five (5) years, including the company names, contact names, telephone numbers and emails of the contact persons.

**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 # S052207 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that \_\_\_\_\_  
(Vendor Name), located at \_\_\_\_\_ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety- (90) calendar days as of the Due Date for responses to the RFP.

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

- ☐ There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.
- ☐ The names of any and all public officers or employees of the University of Arizona who have, or who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

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

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

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

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

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

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

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

RFP Email and Notification Contact: \_\_\_\_\_

## 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)