



Procurement and Contracting Services

Request for Bids for Labor Payroll

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

**Sealed RFB # L192318
Due on February 17, 2023 no later than 2:00 PM, MST**

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For
REQUEST FOR BIDS NO. L192318

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PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR BIDS, RFB # L192318

1.0 STATEMENT OF WORK

- 1.1 Summary.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting Bids from interested vendors to furnish the University with Labor Payroll Services in support of the 2023 May Commencement.
- 1.2 Coverage and Participation.** The intended coverage of this RFB 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 RFB, "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 rejection of your Bid as non-responsive.
- 2.7 Bid.** The entirety of the vendor's response to each point of this RFB, including any and all supplemental offers or information not explicitly requested within this RFB.
- 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 Bids (RFB).** A competitive process in which goods or services are precisely specified and price is substantially the only competitive factor.
- 2.11 Respondent.** Same as Vendor.
- 2.12 Response.** Same as Bid.
- 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 Bid which conforms in all material respects to the Request for Bids.
- 2.15 Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFB and to enter into a contract to provide the University with the products or services sought by this RFB.
- 2.16 Supplier.** Same as Vendor.
- 2.17 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona.
- 2.18 Vendor.** For purposes of this RFB, "Vendor" means any entity responding to this RFB with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 2.19 Vendor's Bid.** Same as Bid.
- 2.20 Vendor's Response.** Same as Bid.

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

- 3.1 Original RFB Document.** The Office of Procurement and Contracting Services shall retain the RFB, 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/. For specific demographic information, visit <https://uair.arizona.edu/content/overview>.

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 RFB, but may change in accordance with the University's needs.

01/27/2023 Issuance of RFB
 02/03/2023 Technical Questions/Inquiries due no later than 12:00 PM, MST
 02/17/2023 RFB is Due Feb 17, 2023 no later than 2:00 PM, MST
 03/01/2023 Commence Service
 05/06/2023 Implementation

3.4 Pre-Bid Conference. Not Applicable

3.5 Pre-Bid Site Visit. Not Applicable

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

3.7 BID PREPARATION INSTRUCTIONS

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

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

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

3.7.4 Questions, Communications and Inquiries between the University and Vendors. **All Vendor inquiries, questions and requests for clarification related to this RFB are to be directed, in writing via email, ONLY to the Buyer listed below. Once this RFB has been sent out, Vendors are not to contact any University Department, other than Procurement and Contracting Services, concerning this RFB, or risk disqualification (see Section 3.7.1 above):**

Attn: with Celeste Kanzig at telephone #, email address
Telephone No. 520-621-3067
Email Address: CDKanzig@arizona.edu

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

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 RFB must be submitted in writing, and be received **no later than February 3, 2023 at 12PM MST.**
- Errors and omissions in this RFB and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFB. Vendors shall recommend to the University any enhancements in respect to this RFB, which might be in the University's best interests. These must be submitted in writing, and be received **no later than February 3, 2023 at 12PM MST.**
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than February 3, 2023 at 12PM MST.**
- Inquiries for clarifications / information that will **not** require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFB.
- Addenda to this RFB.

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

3.7.5 Addenda and the University's Response to Communications from Vendor. The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

All addenda will be posted to our web site only:

http://pacs.arizona.edu/RFP-BID_Opportunities

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

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after February 3, 2023 at 12PM MST.

3.7.6 Pricing and/or Revenue Bid. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFB. 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 Bids may not be modified after the RFB Due date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue Bid 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 Bid. The University may reject any Bid 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 RFB. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFB. 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 RFB. If the vendor responds with an "All-or-None" Bid, it shall be clearly and unambiguously marked as such.

3.7.7 Revisions to the RFB. The University may revise any part of this RFB for any reason by issuing addenda. **The University will communicate additional information and addenda to this RFB by posting them on our web site.**

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 RFB.**

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 RFB. The University may determine whether an addendum will be considered as part of this RFB and/or as part of any resultant contract. **The University shall reject vendors' responses to addenda if such responses are received after the RFB Due date and time.**

- 3.7.8 Attention to Terms and Conditions.** Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFB. 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 RFB are intended to be incorporated into this agreement. **Bids that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**
- 3.7.9 Required Signatures.** The University may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFB.
- 3.7.10 Bid Organization.** Vendors shall present Bids in a format that can be readily incorporated into a contract. Vendors may present narrative Bids provided that such Bids follow the same outline and numbering scheme of this RFB, including full descriptive cross-references to all requirements listed in [Section 5.0](#). **Vendors should ensure that their Bids 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 Bid 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 Bids contain the components set forth in the following list.
- Original required sections from this RFB
 - Any additional responses in corresponding sequence order
 - Any additional supporting data
- 3.7.11 Collusion Prohibited.** In connection with this RFB, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.
- 3.7.12 Improper Business Relationships / Conflict of Interest Prohibited.** In connection with this RFB, 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 RFB. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.
- 3.7.13 Corrections, Changes, and Providing Information on Forms within the RFB.** 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 RFB.
- 3.7.14 Bid Bond.** Not Applicable.

3.7.15 Performance and / or Payment Bonds. Not Applicable.

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

3.8 BID SUBMISSION AND SUBSEQUENT ACTION

Bids must be received by the date / time and uploaded to the University's secure box no later than February 17, 2023 at 2PM MST.

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

Bids 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/6cb04043bfb44dac80ad0b74dc5aa405>

Please title your response in the upload folder as:

RFB# L192318_VendorName_Response

no later than February 17, 2023 at 2PM MST. The University shall, at the specified Due date and time, accept all Bids that are otherwise in order. The University will make no immediate decision at such time, and **there will be no disclosure of any information, other than pricing, contained in any Bid until after formal notice of award and execution of any contract resulting from this RFB.** 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 Bids received after the Due date and time, and will not consider such Bids.** The University reserves the right to retain or dispose of such Bids at its discretion; however, the University may return such Bids 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 insufficient number of Bids received, it would be in the University's best interest, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond.

3.8.1 Bid 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 RFB. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

3.8.2 Withdrawal of RFB. Vendors may withdraw their Bids any time prior to the RFB Due date and time. Vendors may request to withdraw their Bids after the RFB 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 RFB's to such vendors.

3.8.3 University's Right to Use Vendor's Ideas / Proprietary Information. If the vendor needs to submit proprietary information with the Bid, the vendor shall ensure that it is enclosed in a separate file from the Bid 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 Bid received in response to this RFB, along with any adaptation of such ideas. Selection or rejection of the Bid 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 Bid 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 Bid 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 Bid be considered proprietary and be kept confidential.**

3.9 EVALUATION PROCESS AND AWARD

3.9.1 Contractual Intent / Right to Terminate and Recommence RFB Process. The University intends to contract with one or more vendors whose Bid(s) are considered to be in the best interests of the University. However, the University may terminate this RFB 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 RFB processes seeking the same or similar products or services covered hereunder.

3.9.2 Effective Period of Bids. Under this RFB, the University shall hold that vendors' responses to this RFB 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 Bid such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.

3.9.3 Bid Acceptance/Rejection. The University reserves the right to reject any or all Bids. 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 Bid that the University deems not to be in its best interests. The University shall reject Bids submitted after the Due date and time.

- 3.9.4 Errors and Omissions in Vendors Bids.** The University may accept or reject any vendor's Bid, in part or in its entirety, if such Bid contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.
- 3.9.5 Determination of and Information Concerning Vendor's Qualifications.** The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFB. 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 Bid 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 RFB
 - Customer references
 - Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- 3.9.6 Apparently Conflicting Information Obtained by Vendor.** The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFB.
- 3.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFB.
- 3.9.8 Method of Award.** Each response to this RFB will be reviewed for its overall competence, compliance, format, and organization. Bids which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with [Section 3.7.10](#) of this RFB. The award shall be made to the responsive and responsible vendor whose Bid is determined to be the most advantageous to the University of Arizona. **The contract will consist of the University's RFB, the Bid with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.**
- 3.9.8.1 Tied Low Bids.** In the event of a tie involving two or more low bids, the Vendors submitting the low bids will be given a chance to submit revised bids. The award will be made to the responsive and responsible Vendor submitting the revised low bid. In the event there are still two or more tied bids the Buyer will conduct a drawing, in the presence of two witnesses, to determine the winning bid. The award will be made to the low responsive and responsible Vendor whose name is drawn. The process will be documented and made a

part of the Bid file. This procedure will be used whether the solicitation is an Informal Request for Bids or a formal Sealed Request for Bids.

- 3.9.9 Selection, Negotiation, Additional Information.** The University reserves the right to request additional information or clarification on any matter included in the Bid, it also reserves the right to select the most responsive and responsible vendor or vendors without further discussion, or prior notice.
- 3.9.10 Notification of Non-selection.** The University reserves the right not to notify vendors whose RFB 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 Bid. Once the award has been finalized, a notice of award may be posted on our [website](#).
- 3.9.11 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 RFB.
- 3.9.12 Public Record.** After the award and execution of a contract resulting from this RFB, vendors' Bids 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 Bid, the vendor **shall ensure that it is enclosed in a separate file from the Bid 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 Bid be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **Pricing information cannot be considered proprietary or confidential.**
- 3.9.13 Certification.** By signature on the "Bid Certification" form included herein, the Vendor certifies that the submission of the Bid 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 Bid. 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 RFB. 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 Bid and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the Bid 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: Award Letter; Purchase Order terms and conditions <https://vendors.arizona.edu/po-terms>; Request for Bids; Bid.**

- 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 RFB. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

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

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

- 4.9 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.10 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.11 Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
- 4.12 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.
- 4.13 Prohibited Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- 4.14 Small Business Utilization Program.** The University is committed to its [Small Business Utilization Program](#) and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.
- 4.15 Smoking and Tobacco Policy.** This policy applies to the University of Arizona main campus in Tucson, the Arizona Health Sciences Center, the Phoenix Biomedical Center, the College of Applied Science and Technology (UA South) and all University vehicles. This policy applies to University students, faculty, employees, contractors, volunteers, and visitors on its campuses and in its vehicles. To view the complete policy, click on <http://www.hr.arizona.edu/policy/classified-staff/408.0http://policy.arizona.edu/sites/default/files/Tobacco-Free.pdf>. 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 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/reentry-plan/return-workspaces/face-coverings>.
- 4.18 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.
- 4.19 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 No Forced Labor of Ethnic Uyghurs.** To the extent required by A.R.S. § 35-394, Supplier certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify the University within five (5) business days of becoming aware of the noncompliance.

- 4.22 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.
- 4.23 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.
- 4.24 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.
- 4.25 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.
- 4.26 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.
- 4.27 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.
- 4.28 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.

- 4.29 Intellectual Property.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Bids belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this Bid 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 Bid is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.
- 4.30 Labor Disputes.** Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.
- 4.31 Laws and Regulations.** Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.
- 4.32 No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.
- 4.33 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

- 4.34 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.
- 4.35 Payment Terms.** Payments by the University shall be subject to the provision of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.
- 4.36 Performance and / or Payment Bonds.** Not Applicable
- 4.37 Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- 4.38 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 RFB; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.39 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFB 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.
- 4.40 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.
- 4.41 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.
- 4.42 Right of Inspection.** University shall have the right to inspect the goods at delivery before accepting them.
- 4.43 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.

4.44 Shipment Under Reservation Prohibited. Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

4.45 Successful Vendor to Package Goods. Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

4.46 Termination

4.46.1 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.

4.46.2 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.

4.46.3 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.

4.46.4 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.

4.46.5 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.

4.46.6 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.

4.46.7 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.

4.47 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.

4.48 Title and Risk of Loss. The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

4.49 Warranties. In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

4.50 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.

4.51 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).

4.52 Non-Discrimination, Affirmative Action. Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4.53 COVID-19 Safety Protocols. The successful vendor must comply with FAR 52.223-99.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

- 5.1 Term of Agreement.** The agreement resulting from this RFB will be for one (1) year from the March 1, 2023, with up to four (4) additional years upon good performance of vendor.
- 5.2 Specifications:** Please furnish the university with a simple bid to provide payroll services in a timely manner for the temporary workers known as I.A.T.S.E. Union Stagehands with all applicable local, state, and federal laws adhered to and the complete and thorough fulfillment of all workmen's compensation, insurance etc., needs required as well as any necessary withholdings or contributions stated in the sample I.A.T.S.E contract & rate card attached as Addendum A – Draft I.A.T.S.E 415 Proposal.
- 5.3 Detailed Pricing.** Please submit pricing as a simple bid with a complete all in percentage fee inclusive of all state, federal, applicable taxes, insurance, workmen's compensation etc. (Example labor pay = \$1, example stated fee is 25% payroll, total bill to university is \$1.25.)
- 5.4 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 _____

- 5.5 References.** Vendor to provide **three (3)** customer references, from comparable institutions for similar products or services specified in this RFB, 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 Bid)

- 6.1 Certification of Bid**
- 6.2 LEGAL WORKER CERTIFICATION**
- 6.3 Addendum A: for vendor review only.**

6.1 Certification of Bid (vendor to complete and return with Bid)

Explanation. This certification attests to the vendor's awareness and agreement to the content of this RFB 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 Bid is submitted in response to Request for Bids #L192318 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 Bid and agrees to comply with the terms, conditions and provisions of the referenced Request for Bids (RFB) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFB. The Bid shall remain in effect for a period of ninety- (90) calendar days as of the Due Date for responses to the RFB.

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 Bid.

☐ 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 Bid are identified by name as part of this submittal.

In accordance with [Purchasing Policy 4.3](#) – Small Business Utilization Program, 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.

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 Bids.

Name: _____ Title: _____

Signature: _____ Date: _____ Email: _____

Telephone #: _____ Facsimile #: _____ F.E.I.N: _____

6.1. 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)



This Agreement is entered into by and between **(TBD PAYROLL COMPANY SELECTED AS WINNER OF RFB)**, (the "Company") and the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES, AND CANADA, AFL-CIO, LOCAL 415 (the "Union") and shall apply to all employees furnished by the Union to the Company who perform services at UA Stadium for UA Commencement.

WHEREAS, in consideration of the mutual promises and covenants herein contained and for the purpose of maintaining harmonious relations and conditions between the parties:

NOW, THEREFORE, the Company and the Union hereby agree as follows:

ARTICLE 1 Recognition

1.01. The Company acknowledges and agrees that the Union represents a majority of the employees referred to it by the Union pursuant to this Agreement and therefore voluntarily recognizes the Union as collective bargaining representative of such employees under Section 9(a) of the National Labor Relations Act, within IATSE Local 415's geographic jurisdiction.

1.02. **Binding Effect of Agreement.** This Agreement shall be binding upon the Union and the Company, and upon their respective transferees, successors, and assigns.

1.03. **Retention of Jurisdiction.** The employees represented by the Union shall retain jurisdiction over such work as they have been assigned to perform in the past.

ARTICLE 2 Scope

2.01. The nature of the work performed and positions filled by the UNION shall include, but not be limited to, the following trades, crafts, and occupations: Department Head, Stage Carpenter, Ground Rigger, High Rigger, Flyman, Weight Loader, Property Person, Truck Loaders, Lighting Control Operator, Sound Control Operator, Spotlight Operator, Stationary Lighting Operator, Electrician, Forklift Operator, Crane or Lift Operator, Scene Painter, Special Effects Personnel, Motion Picture and/or Slide Projectionist, etc.

2.02. The jurisdiction of the Stagehands shall relate to stage performances and shop work and more specifically, shall extend to the following work: construction, maintenance, repair, setting, striking, dismantling, operation, placement, movement, handling, rigging, and/or hanging of any appurtenances or paraphernalia pertaining to stage performances and production shops; the construction and handling of all stage or theatrical accessories, scenery, properties, screens, drops, travelers, masking, platforms, risers, turntables, traps, hand trucks, dollies, lifts, rigging, stage floors, railings, theatrical scaffolding, and the like; the loading and unloading of trucks for visiting shows; the operation of fork lifts or portable towers for shows; the operation of all stage lighting equipment; all equipment pertaining to shows/shop and normal "load-in", "put-on", and "load-out" of visiting shows and attractions of the COMPANY.

ARTICLE 3
Exclusive Right to Refer

3.01. The Company grants the Union the exclusive right to refer employees employed by the Company to perform any of such work covered by this Agreement. The Company shall make its requests for referrals by telephone or in writing to the Union sufficiently in advance of the call. Requests for any employee by name may be made by the Company. The Union shall endeavor to furnish the Company with the number of employees required pursuant to fair and non-discriminatory referral rules. The Union agrees that the Company has the right to reject, with just cause, any referral for employment who the Company considers unsatisfactory or unsuitable for a call, or to discharge any referral, who in the opinion of the Company, is not producing at an acceptable level.

3.02. **Advance Notice.** The Company agrees to provide the following advance notice to fill calls. The parties acknowledge that such advance notice will better enable the Union to fill said calls with qualified personnel.

1-5 individuals	One Business day advance notice
1-20 individuals	Two Business days advance notice
21-40 individuals	Three Business days advance notice
41-70 individuals	Five Business days advance notice
71 -99 individuals	Six Business days advance notice
<i>Q. (a business day shall be Monday thru Friday between 8:00am-5:00pm)</i>	

For calls of 100 or more individuals, IATSE Local 415 must have a minimum of ten (10)-calendar days advance notice. All supplemental calls of over twenty (20) individuals will require a minimum of twenty-four (24) hours advance notice.

3.03. **Crash Charge.** In the event that the Company fails to give advance notice specified above in article 3.02, a charge of \$15 will be paid by the Company to the Union for each individual successfully dispatched to the call.

3.04. **Cancellation of Calls.** On cancellation of calls there will be no penalty imposed on the Company so long as twelve (12) hours notification is given to IATSE Local 415's Business Agent. If notification is given less than twelve (12) hours prior to reporting time, the Company will pay four (4) hours pay to each individual reporting at call time.

R. (notification shall be given between 8:00am-5:00pm Monday thru Friday)

S.

3.05. **IATSE Local 415 Business Agent.** The Business Agent shall be the primary liaison and contact between the Company and the Union. The Business Agent shall fill calls and assign Job Stewards. The Business Agent shall be admitted into the premises where work is being performed at all reasonable times to inspect working conditions subject to this Agreement. The Business Agent shall, in no way, interfere with the performance of any person's work

ARTICLE 4
Minimum Wage and Benefits Scale

4.01. The Company agrees to adhere to the minimum wage and benefit scale and conditions in Appendix A.

ARTICLE 5
Paychecks and Union Dues

5.01 The Company will be obligated to process and pay all payrolls in accordance with its regular existing payroll practices. The Company shall deduct from the gross pay of each employee who so authorizes it in writing the appropriate work fees as set by the union, and on payday deliver the amount so deducted with an appropriate accounting to the Financial Secretary of the Union. On payday, employee paychecks shall be mailed directly to the employees.

ARTICLE 6
Alliance with IATSE

6.01. As the party of the second part is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or State Law.

ARTICLE 7
Grievance Procedures

7.01. Step 1. A grievance is an actual controversy, complaint or dispute concerning the meaning, interpretation or application of a specific provision of this Agreement or an alleged violation of an applicable statute, in connection with a specific act or situation. A grievance shall be submitted no later than thirty (30) calendar days after the date of the occurrence giving rise to the grievance. The grievance shall set forth the nature of the grievance and a summary of the facts upon which it is claimed has been violated and the remedy which is sought. Unauthorized members of the Union shall not confront or argue matters of policy, working conditions or wage rates with the Company's Officers or employees. Grievances shall be handled as swiftly as possible.

7.02. Step 2. If the parties are unable to resolve the dispute at the first step, the Union shall refer the matter to the International and notify the Company within five (5) workdays of the date the decision is rendered in Step 1 above. A representative of the IATSE and the designated representative of the Company shall, after ten (10) workdays after the service of notice of the grievance, meet and discuss the grievance and attempt to affect a settlement of said grievance. Any agreement arrived at by such representatives shall be final and binding.

7.03. If a grievance is not resolved by the parties, the Union may appeal it to arbitration. An appeal to arbitration shall be written and must be submitted to the Company within fourteen (14) calendar days after the Union received the Company's written response to the grievance, or within thirty (30) calendar days after the grievance was submitted if no written response was given. If the Company and the Union cannot agree on an arbitrator, then the parties will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and select an arbitrator from the panel.

7.04. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final. The parties will share equally the arbitrator fees and expenses.

ARTICLE 8
Non-Discrimination

8.01. The Union and the Company shall not discriminate against or harass an employee because of the employee's race, color, national origin, religion, sex, sexual orientation, age disability, or membership in the Union. References to one's gender in this Agreement includes individuals of ~~both~~ all genders.

ARTICLE 9 Severability

9.01. In the event that any of the provisions of this Agreement are held unenforceable by a court of competent jurisdiction, the parties agree to renegotiate such provisions in compliance with the law and all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 10 Insurance

10.01. The Company shall maintain adequate liability and Worker's Compensation Insurance and shall, upon request, furnish to the Union satisfactory proof thereof.

ARTICLE 11 Tools

11.01. Tool List. On each and every call for the Company, each employee shall be required to carry the applicable tools listed in Exhibit A which is attached hereto and incorporated by this reference.

11.02. Tool Check. The Union, at the beginning of a shift, may call for a tool check and if any employee does not have the required tools listed in Exhibit A, the Union will notify the Union.

11.03. Copy of Tool List. The Union shall provide a copy of the tool list contained in Exhibit A to each and every employee.

ARTICLE 12 Drug and Alcohol Testing

12.01 The Union and the Company agree to the Drug/Alcohol Testing Policy rehabilitation procedures attached hereto as Exhibit C.

ARTICLE 13 Company Rights

13.01 All persons covered by this Agreement abide by the Employers rules and regulations, attached as Exhibit D. By written notice to the Union, any person not abiding by the rules and regulations can be released from the call without regard to the minimum call and be declared ineligible for future calls at the Employer's sole discretion, provided that the Employers action does not conflict with the terms of this Agreement and for "Just Cause" such as theft, drunkenness on the job, violation of the Substance Abuse Policy, attached as Exhibit C, intentional misconduct, not possessing the qualifications necessary to do the job, or the participation in a work stoppage or strike in violation of this Agreement. Individuals declared ineligible shall remain ineligible for future calls until the notice is withdrawn by the Employer. The decision to withdraw the notice of ineligibility is at the sole discretion of the Employer. However, at any time the Union may meet with the Employer to discuss the possibility and basis for the withdrawal of any notice of ineligibility allowing the individual to be eligible to take calls.

ARTICLE 14
Term of the Agreement

14.01. This Agreement shall be in full force and effect from April 1, ~~2020~~ 2023 through April 1, ~~2023~~ 2026, and shall continue in full force and effect from year to year thereafter unless either party shall give written notice, of its desire to modify or terminate the Agreement, to the Company Facility General Manager ~~at its address listed below~~ or the Union ~~at its office listed below~~, at least sixty (60) days prior to the date of expiration.

14.02. Neither Company personnel nor employees represented by the Union may negotiate temporary or permanent additions, deletions, alterations, waivers or other modifications to any part of this Agreement. Additions, deletions, alterations, waivers or other modifications to this Agreement shall not be retroactively applied to any call for which the Company has an existing request for referrals.

This Agreement is complete in itself and sets forth all the terms and conditions of the Agreement between the parties hereto. IN WITNESS WHEREOF, the parties hereby affix their signatures to this Agreement.

For the Company: **TBD PAYROLL COMPANY**

Signature

Print Name

Title: _____

Date: _____

For The Union
International Alliance of Theatrical
Stage Employees, Moving Picture Technicians,
Artists, and Allied Crafts of the United States,
its Territories and Canada, Local 415

Signature

Ian Fritz
Business Agent
IATSE Local 415

Date: _____

SAMPLE ADDENDUM A – PROVIDED FOR EXAMPLE FOR RFB L192318 – DO NOT SIGN

EXHIBIT A

Required Tool List

Convention/Deco Tool List

Pen/Pencil
Adjustable Wrench (6" or larger)
Staple Gun JT-21
Carpet Knife
Utility Knife
Blade Screwdriver
Phillips Screwdriver
Pliers (6")
Tape measure (25' minimum)
Hammer
Octanorn Tool (Torx 30)
5mm Allen Wrench

Stage/Theater Tool List

Pen/Pencil
Adj. Wrench (Crescent)
Flashlight
Blade Screwdriver
Phillips Screwdriver
Pliers
Wire Cutters
Tape Measure
Knife (or Multi-Tool)
Hammer
Gloves

Wardrobe Tool List

Small Scissors
Black Thread
White Thread
Needles
Safety Pins (asst.)
Small Shoehorn
Small Flashlight
Small Notepad
Pencil
Small pkg. Kleenex
Sharpie
Apron

EXHIBIT B

CHECK-OFF AGREEMENT AND SYSTEM

1. Pursuant to Article 5 of this contract, the Company, during the term of the Agreement, agrees to deduct each pay period, Union referral fees, (excluding initiation fees and fines) from the pay of those employees who have authorized such deduction in writing, as provided in this Check-Off Agreement. Such Union referral fees shall be limited to amounts levied by the Union, in accordance with their Constitution and By-Laws. Deductions shall be made only for those employees who have voluntarily submitted to the Company's written authorization, in accordance with the "Authorization Check-Off of Union Referral Fees" set forth below. It is the Union's responsibility to provide the Company with this form.

2. The required Authorization shall be in the following form:

AUTHORIZATION FOR CHECK-OFF
OF
UNION REFERRAL FEES

Date: _____

I, the undersigned, working in the jurisdiction of I.A.T.S.E., Local 415, hereby request and voluntarily authorize **UTP PRODUCTIONS** to deduct from any wages or compensation due me each pay period, the regular Union referral fees uniformly applicable to those employees working in the jurisdiction of I.A.T.S.E., employees working in the jurisdiction of I.A.T.S.E., Local 415, Tucson, Arizona.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice by registered mail to both the Company and I.A.T.S.E., Local 415 fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Company and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein above provided.

Signed: _____

SSN #: _____

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Union Referral Fees together with the provisions of this Check-Off Agreement.

4. A properly executed Authorization for Check-Off of Union Referral Fees form for each employee for whom Union referral fees are to be deducted hereunder, shall be delivered to the Company before any payroll deductions are made. Deductions shall be made thereafter, only under Authorization for Check-Off of Union Referral Fees forms that have properly executed and are in effect. Any authorization for check-off of Union dues that is incomplete or in error will be returned to the Union by the Company.

5. Check-Off deductions under all properly executed Authorization for Check-Off of Union Referral Fees forms which have been delivered to the Company on or before the first (1st) day of a pay period of any particular month shall begin with that pay period.

6. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.

7. The Company shall remit by the fifteenth (15th) of each month to the designated Financial Officer of the Union, the amount of deductions made during the previous month, together with a list of employees for whom such deductions have been made.

8. Any employee whose employment is broken by death, resignation, discharge or layoff, or who is transferred to a position outside of the scope of the bargaining unit, shall cease to be subject to Check-Off deductions beginning with the first (1st) day of the next succeeding pay period following such death, resignation, discharge, layoff, or transfer.
9. In the event any employee shall register a complaint with the Company alleging his union referral fees are being improperly deducted, the Company will make no further deductions of the employee's fees. Such dispute shall then be reviewed with the employee by a representative of the Union and a representative of the Company.
10. The Company shall not be liable to the Union by reason of the requirements of this Check-Off Agreement for the remittance or payment of any sum other than that constituting deductions made from employee earnings.
11. The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Company in reliance upon payroll deduction authorization cards submitted to the Company.

EXHIBIT C

T. SUBSTANCE ABUSE POLICY

The Union and the Employer recognize that Substance Abuse is a significant economic, social, and business problem in the workplace.

The Union and the Employer believe that health, safety, productivity, moral, and security will be enhanced by addressing the Substance Abuse problem.

The Union and the Employer agree Substance Abuse in the workplace cannot be tolerated.

In furtherance of this policy, the parties agree:

1. The using, processing, selling, transferring, distributing, making, or transporting of; trafficking in, having in their custody, having on their person, or having in their person, or having in their personal effects, under their control, or under the influence of, alcohol, illegal drugs, non-prescribed controlled substances, or mind altering substances, while in a work status or during off hours at any company job site or the surrounding premises, is prohibited. Surrounding premises are defined as company staging areas used by the Company and its employees at any job site.

2. An employee shall not report for work in a condition unfit for work due to the use of alcohol, illegal drugs, or any other illegal substances that impair his or her work performance. Being in a condition unfit for work because of the effects of illegal drugs, alcohol, or other illegal substances that impair work performance while at the job site is cause for a disciplinary action.

UNIFORM TESTING PROCEDURE

1. Reasonable Cause.

If the Employer has "reasonable cause" to suspect that an employee is unfit for work as is described above, the employee may be required to submit to a detection test as outlined herein to determine whether the employee is unfit to work.

"Reasonable cause" means objective belief upon direct observation by a Management representative such that it can be described with particularity, i.e., specific facts. All such facts must be reduced to writing by the Management official within one (1) working day.

When the Employer feels that reasonable cause exists the Employer shall summon the presence of a Union official. No action shall be taken by the Employer until the arrival of a Union official if available within a reasonable amount of time. The parties to this Addendum agree that time is of the essence in accordingly. Upon arrival of the Union official, the Management official shall review the specific facts observed, upon which the Management representative believes establish reasonable cause for requiring the employee to undergo a detection test. The Employer may then send the employee to be tested. If the employee refuses to be tested, he will be treated, as provided below. The employee who is asked to test for reasonable cause will be suspended pending test results. If the test is negative, the employee will be compensated for all time lost.

In the case of any employee reporting for work in a condition unfit for work, and where Management determines that the employee has had no prior reasonable cause incidents within the prior three (3) years, then the employee shall be interviewed by a Management representative and a Union representative. Should the Employer's suspicion regarding the fitness of the employee remain following the interview, the employee will be released from work for the remainder of the work shift and told to return the next day if work is available.

2. Property Damage, Accident or Injury.

The following applies for employees who damage property or are involved in an accident or injuries:

- (a) For any reportable injury where an employee is sent to a medical facility or hospital for treatment, the employee(s) may be subject to drug and alcohol testing where reasonable cause exists.
- (b) For any vehicle or equipment accident, the employee ***shall*** be subject to drug and alcohol testing where reasonable cause exists.
- (c) For any property, vehicle, equipment, building, exhibit and or produce damage of one thousand dollars (\$1,000.00) or more, the employee may be subject to drug and alcohol testing where reasonable cause exists.
- (d) The circumstances of the injury, accident, or damage will dictate if reasonable cause exists.

3. Testing.

The testing shall be conducted by a National Drug Abuse certified laboratory in ***Pima*** County. The Employer shall pay for all testing performed. A Union Steward or other designated Union representative shall accompany the employee to the laboratory in order to witness and confirm the collection procedures, if available within a reasonable period of time. The employee shall be given a copy of the specimen collection procedures. The laboratory will perform a Profile 800 test, which is a urine sample, and provide the parties positive test confirmation based upon the following cutoff levels:

PROFILE 800

Drugs Included:	Screening Cutoff:
Amphetamines	500 ng/ml
Barbituates	500 ng/ml
Cocaine	150 ng/ml
Marijuana (THC)	20 ng/ml
Opiates Group	25 ng/ml
Phencyclidine	25 ng/ml

After any sample is collected under the provisions of this Addendum, and should it test positive, the employee upon request shall be given a portion of the sample collected for his/her own analysis (at their own expense at a certified laboratory of choice). Said portion shall be clearly identified and sealed. Chain of custody must be maintained by the N.I.D.A. Laboratory.

4. Driver-employees who drive vehicles of gross weight of twenty-six thousand (26,000) pounds or more are subject to federal and/or state laws and regulations regarding drug and alcohol testing.

ALCOHOL

Employees tested (blood alcohol) and found to have .08 blood alcohol are presumed to be unfit for work and be deemed to have a positive testing result.

PENALTIES FOR POSITIVE DRUG AND/OR ALCOHOL TESTING

CONFIDENTIALITY:

One designated person in the Company will receive all reports of test results. This person will notify only those Company employees or agents who have a need to know about the test results. Individuals tested may, upon request receive a copy of their test results. Information regarding test results will not be provided to any other person without the written consent of the individual tested, except as allowed or required by law.

Upon request, the employee or applicant will be given an opportunity to explain, in a confidential setting, a positive test result, and the presence of any drug in his or her system, and to substantiate the explanation with medical evidence.

1. First Offense:

(a) On the employee's first positive testing within a three (3) year period, the employee shall be suspended (terminated) from the Employer's employment for fifteen (15) calendar days and until successful completion of an approved Assistance Program under the H&W Plan.

(b) Upon successful completion of an approved Assistance Program under the H&W Plan for the first offense (which shall include a negative test as a prerequisite to the completion at the employee's expense), the Employer agrees that the employee will be reinstated to the same status and position that they held in terms of hiring or call by name as that employee held prior to The reasonable cause incident. The foregoing reinstatement is subject to job availability and job assignment factors. During the twelve (12) month period of time following the employee's reinstatement, the employee may be subject to three (3) random tests at the request and expense of the Employer.

2. Second Offense:

(a) Should an employee test positive a second time within the three (3) years period from the first offense, the employee will be terminated by the Employer for a period of twelve (12) months and shall not be eligible for rehire until the individual successfully completes an approved Assistance Program under the H&W Plan and provides a current negative test result at the employee's expense. During the twelve (12) month period of time following the employee's reinstatement, the employee may be subject to three (3) random tests at the request and the expense of the Employer.

3. Third Offense:

(a) Should an employee test positive a third time within the three (3) year period from the first offense, the employee will be terminated by the Employer and shall not be rehired by the Employer.

PENALTIES FOR REFUSING TO BE TESTED

An employee who refuses to submit to a drug or an alcohol test shall be terminated and shall not be eligible for rehire for a period of twelve (12) months and shall not be eligible for rehire after the expiration of the twelve (12) month period unless the employee provides the results of a negative test (which complies with the standards set forth in this Addendum at the employee's expense and such employee may be subject to three (3) random tests during the succeeding twelve (12) months following his reinstatement at the request and the expense of the Employer.

An employee who refuses to submit to a drug or an alcohol test a second time within the three (3) year period shall be terminated by the Employer and shall not be rehired by the Employer.

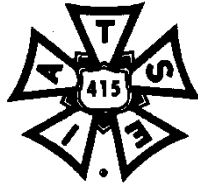
DRUG TRAFFICKING

Upon an employee's arrest for drug trafficking at any company job site or the surrounding premises, the employee shall be immediately terminated by the Employer, pending an investigation. Should an employee be convicted of drug trafficking, the employee shall not be rehired by the Employer.

THIS ADDENDUM

The parties to this Addendum agree that it does not alter the provisions of the basic contract to which it is attached.

Appendix A



I.A.T.S.E. Local 415 Rates and Conditions April 1, 2020 through April 1, 2023

Article 1. Wages:

Wherein for those services rendered by IATSE Local 415, the following prevailing wage rates per job classification and performance are hereby established for the term of this agreement:

Positions	Year 1 2023	Year 2 2024	Year 3 2025
Site Worker	21.79	23.10	24.03
Audio, Carpenter, Lighting, Props, Pusher, Stagehand	24.29	25.75	26.78
Department Head, Truck Loader, Rail, Spotlight, Forklift Driver, Wardrobe	25.53	27.06	28.15
Job Steward, Camera/Board Operator	30.51	32.34	33.63
High Rigger, Down Rigger, Stitcher	34.25	36.30	37.75
Lead Rigger	36.64	38.84	40.40
Benefits	Annuity: 16% Vacation: 8% Training: 1% Total: 25%	Annuity: 16% Vacation: 8% Training: 1% Total: 25%	Annuity: 16% Vacation: 8% Training: 1% Total: 25%

Article 1A. Benefits:

The Company agrees to be bound by all of the terms and conditions of the Agreement and Declaration of Trust for each of the following Funds designated above: (1) the IATSE National Annuity Fund, and (2) the IATSE National Vacation Fund, all as restated September 22, 2005 and as amended, respectively, and each respective Funds' Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contribution due and set for in this Agreement.

Such contributions shall be made by check payable to the "IATSE National Annuity Fund", and the "IATSE National Vacation Fund" no later than the 10th day of each month in respect to all employment during the preceding month on which contributions were payable. In conjunction with each payment, the Employer shall submit a remittance report showing the names of the employees for who contributions are being made, their social security numbers, their dates of employment, the number of hours of employment by them, as well as the amount of contributions paid for them. Benefit payments and corresponding remittance reports shall be sent to IATSE National Benefit Fund Office, 417 Fifth Avenue 3rd Floor, New York, NY 10016-2204

1B. **Training Trust:** The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of *1% of gross wages* per employee covered by this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the fifteenth (15th) day of the month of the hours worked in the preceding month. All contributions shall be made payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund (IATSE Training Trust Fund), and sent to **PO Box 51317 Los Angeles, CA 90051-5617**, along with a list of all covered employees and the total gross wages paid to each employee [or, if alternative language was used: the total number of hours worked or was guaranteed] in the reported month. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due per the above referenced collective bargaining agreement.

Article 2. Wage Adjustments:

It is recognized by IATSE Local 415 that EMPLOYERS will occasionally ask for wage flexibility or have specialized production requirements. In order to provide this flexibility to EMPLOYERS, IATSE Local 415 will permit, open and direct negotiations to discuss specific needs on an individual basis. Any new positions or rate(s) not referenced herein may be negotiated as the need occurs, with advance notice (see Item T).

Article 3. Conditions:

A. **Prevailing Rate:** Shall be defined as the hourly rate the individual is on when a penalty, overtime or turnaround situation occurs.

B. **Meal Break:** Shall be defined as one hour off the clock or an acceptable hot meal provided at the EMPLOYER'S expense and one half hour off the job with no time off the clock.

C. **Workdays:** A Day shall be defined for each individual as beginning at his/her first announced call time, and ending when said individual gets at least eight (8) hours turnaround before the next call.

D. **Work weeks:** For the purposes of satisfying the Federal Laws in regards to overtime after forty (40) hours in a week, a Work Week shall be defined as work performed between Monday and Sunday.

E. **Minimum Calls:** The minimum call for any person on any day for any EMPLOYER is five (5) hours. One performance call shall satisfy this minimum (See Item G). All load outs are also a minimum of five (5) hours with the House dismissing the Crew when work is complete. Same day callbacks after a meal break shall be a minimum of three (3) hours.

F. **Portions of the Hours:** In all cases, portions of the hour shall be charged out in thirty (30) minute increments ~~(a five (5) minute grace period may be allowed).~~

G. **Performance Calls:** Performances calls shall be defined as any situation where the crew is required to function as if there were an actual performance running (for instance, a piano dress rehearsal, Commencement). Performance calls shall be a minimum of three hours. Rates for the performance call shall be one and one half times the classification rate. The call shall begin at least one half an hour before the announced curtain or start time. Hours worked immediately prior to the half hour before curtain or starting shall be compensated at prevailing rate with a maximum of 1.5 hours before curtain. (Performance hours do not accumulate for the figuring of **weekly** overtime.) Performance crew shall receive at least fifteen minute's break between a performance and a load out. When there are two performance calls on the same day, each individual shall be allowed one meal break between shows (see Item B). EXCEPTION: Kiddy Matinees of one and a half (1 ½) hours or less in duration (curtain-to-

curtain), will be charged at a three (3) hour minimum (starting at ½ hour before curtain) with straight time rates applied.

H. **Straight Time:** Straight Time shall be charged for the first eight (8) hours in a day between the hours of 8:00 AM and midnight and for the first forty (40) in a week.

I. **Time and One-Half:** Time and One-Half the classification rate shall be paid for all hours after forty- (40) in any workweek, after eight (8) hours in any workday, between 12:00 midnight and 8:00 AM, and for the first eight (8) hours between 8:00 AM and midnight on specified holidays. Hours worked on the 7th consecutive day without a 24 hour break (day off) shall begin at time and one-half of the prevailing rate.

J. **Double Time:** Double Time of the classification rate will be paid for all hours in one day over fourteen (14), all hours on specified holidays over eight (8), and between the hours of midnight and 8:00 AM if the prevailing rate is Time and One Half when midnight occurs. Hours worked on the 8th consecutive day, and each day following without a 24 hour break (day off) shall begin at double the prevailing rate.

K. **Extra hours:** The employer shall not require any individual to work longer than 20 hours in a day (or unbroken hours in consecutive days), or 14 hours on specified holidays, except in cases of emergency, and not without prior agreement with the Steward and Business Agent regarding additional pay.

L. **Changing Crews:** The EMPLOYER will not be permitted to change crews during a performance run to avoid paying of overtime wages.

M. **Rate Changes:** Any individual who is required to work in positions with different base rates during the course of a work day shall have his/her hourly time computed at the higher rate for a 4 hour minimum. (EXAMPLE #1; If a Carp. or Elect. is asked to become a Rigger after IE. 3hrs. work and rigs for 2hrs, that individual will receive 4hrs. @ Rigging Rate & 1hr. @ Carp. or Elect. Rate. EXAMPLE #2; If a Dresser or Laundry person is asked to become a Seamstress after IE. 3 hrs. work and seams for 2 hr. that person will receive 4hrs @ Seamstress Rate & 1 hr. @ Dresser or Laundry Rate.)

N. **Meal Penalty:** All individuals shall be allowed a one-hour meal break after five hours of continuous work. In the event that an individual is required to work beyond five hours without a break, the rate shall increase in the following manner: Straight Time shall increase to Time and One-Half; Time and One-Half shall increase to Double Time; Double Time shall increase to Triple Time. This rate increase shall remain in effect until such time as a break is given. Upon return from meal break the rate shall revert back to the individuals' prevailing rate. If the EMPLOYER provides an acceptable hot meal (no fast food or pizza) for the individual at the EMPLOYER'S expense, one-half hour on the clock shall suffice as an adequate meal break. The only call which shall be considered "separate" for the purpose of calculating hours in reference to Meal Penalty, is a Load Out following a Performance call.

O. **Truck Loading:** On trucks of 28 feet to 38 feet, or where two or more trucks greater than 28 feet are to be unloaded, a minimum of two (2) truck loaders shall be employed. On trucks greater than 38 feet a minimum of four (4) loaders shall be employed.

P. **Job Stewards:** A Job Steward shall be appointed by IATSE LOCAL 415 for all work calls. Any problems, which occur on a specific job or site, should be referred to the Job Steward. The Job Steward shall be responsible for the management and performance of the crew. The Job Steward shall monitor the hours of each crewmember, inform the EMPLOYER or immediate supervisor before any overtime or penalty situations occur, and notify the crew of all

breaks. The Job Steward shall receive one hour non-accumulative straight time pay for each day, in exchange for which, they shall arrive one half hour before the call to prepare for the call and check in the crew, and they shall spend one half hour after the call to process paperwork and submit reports. On all calls that are greater than fifteen (15) the Job Steward shall be utilized in only an administrative capacity, and an assistant steward shall be employed at department head rate. The assistant steward will help with steward administrative functions, and may be utilized as an extra in stage crew departments as needed. On the load-out day following the show, the assistant steward will fill the role of Job Steward, and will be paid at Steward rate, long enough to allow the original steward an 8-hour turn-around.

Q. **Video, Audio and Motion Pictures**: All performance calls that are being videotaped or filmed for broadcast or commercial use shall be charged at triple the normal performance rate.

R. **IATSE Local 415 Business Agent**: The Business Agent shall be the primary liaison and contact between the employer and the Local. The Business Agent shall fill calls and assign Job Stewards. In order to better enable the IATSE Local 415 to provide the best service possible we request that all EMPLOYERS follow the advance notice guidelines listed below. In the instance that less notice is given, the Business Agent shall still make every effort to fill the call.

Article 4: Holidays:

The following Holidays shall be observed New Year's Eve Day, New Year's Day, Christmas Eve Day, Christmas Day, Martin Luther King Day, President's Day, Easter, **Juneteenth**, Thanksgiving Day, Labor Day, Memorial Day, Fourth of July, and Veterans Day.

Article 5. Safety:

A. IATSE LOCAL 415 has at all times the right to demand that its personnel handle and operate only material and equipment in safe mechanical and electrical repair and be surrounded with reasonable safeguards while working.

B. **Safety, Rules, and Health Measures**: IATSE Local 415 and the EMPLOYER shall comply with Occupational Safety and Health Standards, rules, regulations, and orders by applicable state, city and federal agencies. There shall be a 15 minute break for every four hours of work. There will be a first aid kit available, which shall be maintained at the EMPLOYER'S expense. Individuals shall comply with all reasonable safety rules and policies established by the Venue, OSHA, and the EMPLOYER. Work crews shall wear proper clothing for their work assignments. The EMPLOYER shall not be required to supply such clothing. All accidents and injuries must be immediately reported to the Job Steward and to the EMPLOYER.

C. **Turn Around Time**: For the safety and health of all, stagehands shall have at least eight (8) hours rest between consecutive work days for a single employer. Stagehands called to work without such rest shall return at double the prevailing rate when dismissed until such a break is given.

D. **Riggers**: A minimum of two up and one down riggers shall be employed when two or more suspended points of attachment are involved or when there are more than 21 points of adjustment (sheaves) off the catwalk in an Arena, or from the grid in a Theatre.

Article 6. Mutual Obligations and Guidelines:

As I.A.T.S.E. Local 415 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada; nothing in this Agreement shall ever be construed to interfere with any obligation that the IATSE Local 415 owes to its parent body, the International Alliance

by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal, State, or local laws.