



Procurement and Contracting Services

Request for Proposals for Eastern Arizona AHEC Regional Center Incorporating Gila, Graham and Greenlee Counties

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

**Sealed RFP # L192321
Due on April 14, 2023 no later than 2:00 PM, MST**

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For
REQUEST FOR PROPOSALS NO. L192321

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PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSALS, RFP #L192321

1.0 STATEMENT OF WORK

- 1.1 Summary.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested vendors to furnish the University with an Arizona Area Health Education Center (AHEC) Regional Center serving the populations of Eastern Arizona within Gila, Graham and Greenlee Counties.
- 1.2 Coverage and Participation.** The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

2.0 DEFINITIONS

- 2.1 Agreement / Contract.** All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.
- 2.2 Customer.** Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.
- 2.3 Contractor.** Same as Successful Vendor.
- 2.4 May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable.
- 2.5 MST.** Mountain Standard Time. We **do not** observe Daylight Savings Time.
- 2.6 Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of your proposal as non-responsive.
- 2.7 Proposal.** The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.
- 2.8 Proprietary Information.** Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary or confidential.
- 2.9 Provider.** Same as Vendor.

- 2.10 Request for Proposals (RFP).** A competitive process under which discussions and negotiations are allowed, it is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.
- 2.11 Respondent.** Same as Vendor.
- 2.12 Response.** Same as Proposal.
- 2.13 Responsible Vendor.** A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the materials, services, construction or construction services, to be provided; and who is in compliance with any and all licensing requirements of the State of Arizona.
- 2.14 Responsive Vendor.** A person who submits a proposal which conforms in all material respects to the Request for Proposals.
- 2.15 Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP
- 2.16 Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing, which take precedence over all other documents governing the transaction.
- 2.17 Supplier.** Same as Vendor.
- 2.18 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona.
- 2.19 Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 2.20 Vendor's Proposal.** Same as Proposal.
- 2.21 Vendor's Response.** Same as Proposal.

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

- 3.1 Original RFP Document.** The Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.
- 3.2 About the University.** For information about the University of Arizona, please visit the University's Internet web page at: www.arizona.edu/. 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 RFP, but may change in accordance with the University's needs.

02/24/23	Issuance of RFP
03/02/23	Pre-Proposal Conference
03/31/23	Technical Questions/Inquiries due at 12 PM, MST
04/14/23	RFP is Due, no later than April 14, 2023 at 2 PM, MST
05/01/23	Vendor Presentations, (if necessary)

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

Notification of attendance should be made to Celeste Kanzig at email: cdkanzig@arizona.edu.

Date: 03/02/23
Time: 10:30 AM, MST
Place: Zoom
<https://arizona.zoom.us/j/82685372581>

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

3.5 Pre-Proposal Site Visit. Not Applicable.

3.6 PROPOSAL PREPARATION INSTRUCTIONS

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

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

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

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

Attn: Celeste Kanzig
Telephone No. 520-621-3057
Email Address: Celeste Kanzig

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

Informal communications shall include but are not limited to requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, **with the exception of the Purchasing Department**, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Buyer named above, at any time.

Formal communications shall include but are not limited to the following.

- Questions concerning this RFP must be submitted in writing, and be received **no later than 03/31/23 at 12:00 PM, MST.**
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University's best interests. These must be submitted in writing, and be received **no later than 03/31/23 at 12:00 PM, MST.**
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than 03/31/23 at 12:00 PM, MST.**
- Inquiries for clarifications / information that will **not** require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Informal communications shall cease on the date of distribution of this RFP and formal communications shall commence. On the date that the University notifies responding vendors of this RFP's results and executes the resulting

contract with the successful Vendor, informal communications may resume and formal communications may cease.

- 3.6.5 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. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.***

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after 03/31/23 at 12:00 PM, MST.

- 3.6.6 Pricing and/or Revenue Proposal.** Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. Vendor's pricing and/or revenue proposals may not be modified after the RFP Due date and time unless University at its sole discretion decides that future negotiations will only enhance the Vendor's offer to University. Should University decide that such negotiations would not be in University's best interests, pricing and revenue offer by Vendor at Due date and time may be considered by University as the Vendor's best and final offer. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All-or-None" proposal, it shall be clearly and unambiguously marked as such.

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

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

- **Vendors that want the revisions supplied to them in another way must notify the Buyer listed in this document of that request. Otherwise, it**

will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.

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

3.6.8 Attention to Terms and Conditions. Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. **Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**

3.6.9 Required Signatures. The University may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

3.6.10 Proposal Organization. Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in [Section 5.0](#). **Vendors should ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. The University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate.** The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.

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

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

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

shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

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

3.6.14 Proposal Bond. Not Applicable.

3.6.15 Performance and / or Payment Bonds. Not Applicable.

3.6.16 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.

3.7 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION

Proposals must be received by the date / time and uploaded to the University's secure box no later than April 14, 2023 at 2:00 PM, MST.

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

Proposals must be **uploaded** to:

Box Secure Upload:

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

<https://arizona.app.box.com/f/a24070ecdbce4b90ad6d6f8e4e926c37>

Please title your response in the upload folder as:

RFP#_VendorName_Response

****Vendor please note: no more than three files should be uploaded, 1) RFP Response, 2) Redacted Copy (optional, see section 3.8.3) and 2) Attachment 1**

no later than April 14, 2023 at 2:00 PM, MST. The University shall, at the specified due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present via zoom for purposes of identifying which vendors have responded, if requested. The University will make no immediate decision at such time, and **there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP.** When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. **The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals.** The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their

related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

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

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

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

3.7.3 University's Right to Use Vendor's Ideas / Proprietary Information. If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that it is enclosed in a separate redacted file from the proposal and that it is clearly designated and conspicuously labeled as such. The vendor may submit a full PDF for the committee and a redacted file for proprietary and confidential information within the guidelines below.**

The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is **redacted and saved as a separate file from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary. The file must also contain the reason(s) why the enclosed material is to be considered proprietary.**

Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **At no time will the entire proposal be considered proprietary and be kept confidential. If the entire proposal is marked as confidential and/or proprietary and no redacted copy is sent, the University will not consider any part of the proposal confidential.**

3.8 EVALUATION PROCESS AND AWARD

3.8.1 Contractual Intent / Right to Terminate and Recommence RFP Process. The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may

terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

3.8.2 Effective Period of Proposals. Under this RFP, the University shall hold that vendors' responses to this RFP shall remain in effect for a period of ninety (90) days following the Due date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.

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

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

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

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

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

3.8.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions. Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term

or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

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

Evaluation Criteria

- Program Activities
- Proposed Workplan
- Administrative Infrastructure
- Budget Justification and Budget Request
- Leadership
- Executive Summary
- Collaborative Partners
- Letters of Support
- Regional Needs Assessment
- Special Considerations

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

3.8.9 Selection, Negotiation, Additional Information. Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive and responsible vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

3.8.10 Pre-Award Presentations. The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.

3.8.11 Pre-Award Negotiations. The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

3.8.12 Notification of Non-Selection. The University reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If

the University decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on our [website](#).

3.8.13 Vendor's Need to Use Proprietary Rights of the University. All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this RFP.

3.8.14 Public Record. After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that it is enclosed in a separate file from the proposal and that it is clearly designated and conspicuously labeled as such. The file must also contain the reason(s) why the enclosed material is to be considered proprietary.** At no time shall the entire proposal be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **Pricing information cannot be considered proprietary or confidential.**

3.8.15 Certification. By signature on the "Proposal Certification" form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not any employee of the University has, or has a relative who has, a substantial interest in any Agreement that may result from this RFP. Vendor also certifies their status with regard to debarment, or suspension by any Federal entity.

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

4.0 AGREEMENT TERMS AND CONDITIONS

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

4.1 Actions of Successful Vendor. The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

4.2 Advertising. The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

4.3 Americans with Disabilities Act and Rehabilitation Act. The Successful Vendor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

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

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

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

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

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

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

Services provided include, but are not limited to:

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

Products include, but are not limited to:

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

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

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

this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following guidance provided by OSHA, available at the following link <https://www.osha.gov/coronavirus/safework>. In addition, Contractor, Contractor employees, and/or subcontractors who will be performing work in University of Arizona locations, indoor or outdoor, must review and abide by the mask requirements listed at: <https://covid19.arizona.edu/face-coverings>.

- 4.19 Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 4.20 Travel.** If authorized as part of any resulting contract, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with University Financial Policy 9.12 Independent Contractors, <https://policy.fso.arizona.edu/fsm/900/912> items 33-42. Each request for reimbursement shall be itemized and accompanied by copies of original receipts. If applicable, reimbursements for airfare shall be for standard airline coach travel only. If applicable, reimbursement for auto travel and per diem shall be made at the rate permitted for State of Arizona employees. Note that the purchase of alcohol shall not be permitted as a reimbursable expense under this Contract. Vendor will submit all receipts and any required backup documentation to the University within 90 days after the applicable expenses were incurred. The University will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.
- 4.21 Administrative (Legal) Remedies.** The Arizona Board of Regents has promulgated [Administrative \(Legal\) Remedies](#) for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.22 Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 4.23 Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.
- 4.24 Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 4.25 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent. Neither the Supplier / Contractor nor the University shall be liable for failure to perform if such failure is caused by or due to acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier / Contractor or the University. Neither party shall be under any further obligation to the other.

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

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

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

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

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

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

4.28 Additional Insurance Requirements (Consultants, Lawyers, Architects and Engineers Agreements). Not Applicable.

4.29 Additional Insurance Requirements (Medical Services Agreement). Not Applicable.

4.30 Additional Insurance Requirements (Handling Hazardous Wastes). Not Applicable.

- 4.31 Intellectual Property.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.
- 4.32 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.
- 4.33 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.
- 4.34 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
- 4.35 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.
- 4.36 Performance and / or Payment Bonds.** Not Applicable.
- 4.37 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
- 4.38 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.
- 4.39 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.40 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery

location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

4.41 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.

4.42 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.

4.43 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 Termination

4.44.1 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.

4.44.2 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.

4.44.3 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.

4.44.4 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.

4.44.5 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.

4.44.6 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.

4.44.7 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.

4.45 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.

4.46 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.

4.47 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).

4.48 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.

4.49 Clean Air and Federal Water Pollution Control Act. The successful vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

4.51 Information Security

4.51.1 Definitions

- 4.51.1.1 Authorized Users.** Authorized users means and is limited to (1) Authorized Employees; and (2) Vendor's subcontractors, agents, and auditors who have a need-to-know or otherwise access data to enable the Vendor to comply with the Agreement, and who are bound in writing by confidentiality obligations sufficient to protect University Data in accordance with the terms hereof.
- 4.51.1.2 Confidential Information.** Confidential information means any nonpublic information that is confidential or proprietary to a party and is disclosed or becomes known pursuant to this agreement. Except to the extent information is required to be kept private or confidential pursuant to other law, regulation, or policy, "Confidential Information" does not include information that is or becomes generally available or known to the public through no act of omission of the receiving party; was received lawfully from a third-party through no breach of any obligations of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of other party's information.
- 4.51.1.3 University Data.** University data means any and all data, information, text, graphics, works and other materials that are collected, loaded, stored, accessible, transferred through and/or accessed by the University in the course of using Vendor's services, including, but not limited to: (1) updates, modifications and/or deletions; (2) all of the results from the use of services; and (3) all information and materials that you develop or acquire prior to, or independently of, the Agreement. University Data is Confidential Information.
- 4.51.1.4 Data Compromise.** Data compromise means any actual or reasonably suspected unauthorized access to, or acquisition of, data that compromises the security, confidentiality or integrity of the data or the ability of the University to access the data.
- 4.51.1.5 Information Security Incident.** Information security incident means any actual or reasonably suspected incident, or imminent threat of unauthorized access, use, disclosure, breach, modification, or destruction of University Data; interference with information technology operations; or significant violation of the University's information security policy or the information security provisions of this Agreement.

4.51.2 Concepts

- 4.51.2.1 University Data Protection.** All facilities used by or on behalf of the Vendor to store and process University Data will implement and maintain administrative, physical, technical, and procedural safeguards in accordance with industry best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification or disclosure. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event, less than reasonable in view of the type and nature of the data involved. The Vendor must maintain the

administrative, physical, technical and procedural infrastructure associated with the provision of services to the University in a manner that is, at all times during the term of this Agreement, at a level equal to or more stringent than those specified by the parties to this Agreement.

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

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

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

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

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

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

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

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

4.51.3.1 Notification and Data Compromise. Unauthorized access or disclosure of nonpublic data is considered to be a breach. The Vendor will provide notification, as soon as it is aware of the Data Compromise or breach, to the University Information Security Office at security@arizona.edu. When the Vendor is liable for the loss, the Vendor must bear all costs associated with the investigation, response and recovery from the breach, including, but not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website and toll-free telephone call center services. Any limitation on liability in this Agreement or elsewhere is void to the extent that it relieves a Vendor from its own negligence or to the extent that it creates an obligation on the University to hold the Vendor harmless.

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

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

4.51.4 Workforce Security and Location. The Vendor will comply with workforce location and security clauses as outlined in this Agreement. Additionally, the Vendor will ensure their workforce is properly trained on information security and privacy practices of the University and on any information security or privacy regulations, as required by

applicable rules. The Vendor must promote and maintain an awareness of the importance of securing the University Data to Employees and agents

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

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

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

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

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

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

4.51.6 Destruction and Return of University Data. Except as permitted in other areas of the Agreement, the Vendor will promptly return the University’s Confidential

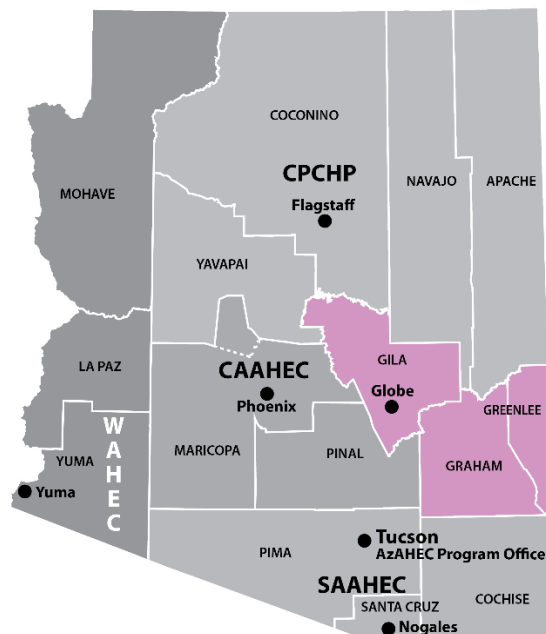
Information upon termination of this Agreement, the final performances of services under this Agreement, or upon the request of the University, whichever comes first. In the event the Vendor has non-unique copies of the University's Confidential Information that are also held by or returned to the University,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

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The Arizona Area Health Education Centers (AzAHEC) Program is calling for proposals from entities interested in administering the AHEC Regional Center serving the eastern Arizona counties of Gila, Graham and Greenlee Counties (i.e., areas denoted in pink on map.) The successful applicant will join the other five existing AzAHEC regional centers in serving all 15 Arizona counties in developing new and enhancing existing programs while furthering federal, state, higher education and community interests addressing health care workforce opportunities.

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5.1 Introduction

AzAHEC's [mission](#) is accomplished through initiatives that: (1) educate and train individuals to become culturally competent primary care health professionals who will provide health care in underserved and rural areas; (2) increase the number and variety of primary care health professionals who provide care to underserved and rural populations in Health Professional Shortage Areas (HPSAs) and other medically underserved areas; and (3) recruit individuals from underrepresented, disadvantaged or rural backgrounds into health careers.

AzAHEC Program Office and Regional Centers are responsive to Federal and State of Arizona AHEC requirements through the coordination and facilitation of training of health profession trainees (i.e., students and primary care residents) in rotation experiences; coordination and facilitation of AHEC Scholars' community experiences; health career structured programs for high school and undergraduate students (i.e., in Grades 9-16); and continuing education and professional development training for practicing health professionals. Regional Centers achieve additional State of Arizona requirements through offering health-related community education events and health career general information to K-12 students. To achieve these requirements, Regional Centers must collaborate with regional partners in rural, underserved and other areas in the service region.

In response to this proposal, Applicant must emphasize their ability to facilitate and conduct related training and activities. Applicant's abilities should be demonstrated through prior direct experiences or through collaborative arrangements formed between the Applicant, academic entities, and local primary care practice sites (e.g., federally qualified health centers and, federally designated rural health clinics) These collaborative arrangements must be reflected in the proposal.

This Request for Proposal (RFP) specifies the framework for Applicant to respond to this proposal by providing:

- 5.1.1 A narrative (containing the [Required Topics](#)) that addresses the UArizona Arizona Area Health Education Centers (AzAHEC) mission, federal requirements of the AHEC Program, and the state-legislated requirements for AzAHEC identified throughout this RFP, and;
- 5.1.2 A [Proposed Workplan and Budget Development](#) (as specified in ATTACHMENT A) that reflects the workplan and budget that specifies how this proposal will be achieved.
- 5.1.3 As the [Narrative](#) and [Proposed Workplan and Budget](#) are prepared, Applicant is referred to the Exhibits provided as part of this RFP for further guidance:
 - 5.1.3.1 Scope of Work Template (EXHIBIT ONE) contains reporting specifications and frequently used terms in the implementation of AzAHEC Regional Center Awards. This template should not be submitted in response to this RFP but will be generated for the awarded year as part of the awarded proposal.
 - 5.1.3.2 AHEC Scholars Manual (EXHIBIT TWO) that contains specifications in the administration of the AzAHEC Scholars Program.

5.2 Arizona AHEC Overview

Arizona AHEC Program mission statement and structure are relevant factors in the preparation of the proposal:

- 5.2.1 AzAHEC Mission Statement: To enhance access to quality health care, particularly primary and preventive care, by improving the supply and distribution of healthcare professionals through academic-community educational arrangements in rural and urban medically underserved areas.
- 5.2.2 AzAHEC Structure: The University of Arizona in Tucson administers the AzAHEC Program and has formal contracts with the AzAHEC Regional Centers. The AzAHEC Program and Regional Centers fulfill the mission, goals, objectives and work plan by creating, coordinating and implementing a Scope of Work designed to address the

health professions education and training needs within each Regional Center service area. AzaAHEC is housed in the UArizona Health Sciences (UAHS) Office of the Senior Vice President as a Sponsored Project. The Arizona AHEC Director consults regularly with an Arizona AHEC Advisory Commission, whose appointed members represent health educators, health professionals and community members and are inclusive of representatives of each regional AHEC. The Arizona AHEC Director is required to have a faculty appointment within a UArizona Health Sciences College.

5.2.3 AzaAHEC supports academic health science student clinical rotations through a Rural Health Professions Program (RHPP) at the three public universities under the Arizona Board of Regents—Arizona State University (ASU), Northern Arizona University (NAU) and UArizona in nine colleges/schools/departments as follows:

<i>AzaAHEC RURAL HEALTH PROFESSIONS PROGRAM PARTNERS</i>		
<i>Institution</i>	<i>Graduate Level Program</i>	<i>Graduate Level Student</i>
UArizona	College of Medicine/Tucson	Medical Students
UArizona	College of Medicine/Phoenix	Medical Students
UArizona	College of Nursing	Nurse Practitioner Students; Midwifery Students
UArizona	College of Pharmacy	Pharmacy Students
UArizona	Mel and Enid Zuckerman College of Public Health	Public Health Students
NAU	Department of Physician Assistant Studies	Physician Assistant Students
NAU	School of Nursing	Nurse Practitioner Students
NAU	Department of Physical Therapy	Physical Therapy Students
ASU	Edson College of Nursing & Health Innovation	Nurse Practitioner Students

5.3 Statutory Requirements

This RFP is supported by Federal Point of Service and Maintenance (PSOM) AHEC funding and State of Arizona Lottery AHEC funding. Both state and federal AHEC requirements and objectives serve as the overall framework for all AHEC Regional Center contract work plans. Highlights relevant to this application specify each regional center must:

5.3.4 Conduct physician and other health professional education programs that consist of any of the following:

5.3.1.1 An undergraduate clinical training program.

5.3.1.2 A graduate clinical training program.

5.3.2 Postgraduate continuing education.

5.3.3 Programs to recruit and retain minority students in health professions.

5.3.4 Continuing education programs for health professionals.

5.4 Federal AHEC Requirements. The current federal grant period is September 1, 2022 – August 31, 2027. The AzaAHEC Program is currently in the first year of the five year Federal grant. Both state and federal AHEC requirements and objectives serve as the framework AHEC Regional Center contract work plans.

AHEC programs are authorized under Title VII, Section 751 of the Public Health Service Act (42 U.S.C. 294a), as amended by Sec. 5403 of the Patient Protection and Affordable Care Act, Public Law 111-148. The purpose of the federal AHEC Program is to develop and enhance education and training networks within communities, academic institutions, and community-based organizations. In turn, these networks support HRSA's Bureau of Health Workforce (BHW) strategic priorities to increase diversity among health professionals, broaden the distribution of the health workforce, enhance health care quality, and improve health care delivery to rural and underserved areas and populations. The federal definitions of the Area Health Education Center Program and Area Health Education Center are:

5.4.1 "Area Health Education Center Program" – a cooperative agreement program consisting of an entity that receives an award from Health Resources and Services Administration (HRSA) under PHS Act section 751(a)(1) or section 751(a)(2).

5.4.2 "Area Health Education Center" – a public or nonprofit private organization that may include hospitals, health organizations with accredited primary care training programs, accredited physician assistant educational programs associated with a college or university, and universities or colleges not operating a school of medicine or osteopathic medicine. Eligible entities are further described in [Center Organization Structure](#).

Federal program goals of BHW are to improve the health of underserved and vulnerable populations by strengthening the health workforce and connecting skilled professionals to communities in need. The federal AHEC Program funding was aligned with HRSA/BHW's strategic priorities and the federal AHEC Program supports and requires activities related to the following three (3) overarching goals:

5.4.2.1 Diversity: Preparing a diverse, culturally competent primary care workforce representative of the communities we serve;

5.4.2.2 Distribution: Improving workforce distribution throughout the nation, particularly among rural and underserved areas and populations; and

5.4.2.3 Practice Transformation: Developing and maintaining a health care workforce that is prepared to deliver high quality care in a transforming health care delivery system with an emphasis on rural and underserved areas and communities. The federal AHEC program is structured in **two** phases: AHEC Infrastructure Development (ID) and AHEC Point of Service Maintenance and Enhancement (POSME). Both phases are designed to increase the number of students in the health professions who will pursue careers in primary care and are prepared to practice in rural and underserved areas and populations. The Arizona AHEC program is POSME with an emphasis on maintaining and improving the effectiveness of the established AHEC program(s) based on community needs. Program activities under the federal award include the following:

5.4.3 Educational and Training Activities—A fundamental component of the federal AHEC Program is the provision of education and training activities including:

5.4.3.1 Community-based Experiential Training (CBET): Each AzaHEC Regional Center must support community-based experiential training in rural and underserved areas through field placements/clinical rotations/placements for health professions trainees (i.e., students and residents) exclusive of the AHEC Scholars Program.

5.4.3.1.1 Training experiences must be team-based and include a formal, didactic component addressing one or more of the Core Topic Areas. Community-based experiential trainings are also identified as field experiences and clinical rotations/placements. These experiences must be made available to health professional trainees as detailed in the Scope of Work Template (EXHIBIT ONE) that contains reporting specifications and frequently used terms.

5.4.3.1.2 **Applicant must identify proposed CBET training experiences as described in the narrative section "AHEC Required Program Activities" and reflect**

these activities and associated costs on “Proposed Workplan and Budget Development” (ATTACHMENT A).

5.4.3.2 AHEC Scholars Program: Each AzaAHEC Regional Center must support the development and implementation of longitudinal, interdisciplinary program curricula that implements a defined set of clinical, didactic, and community-based training activities in rural and/or underserved areas for two cohorts of health professions students during overlapping fiscal years in accordance with the Scope of Work Template (EXHIBIT ONE) and the AzaAHEC Scholars Manual (EXHIBIT TWO).

5.4.3.2.1 Each AzaAHEC Regional Center must collaborate with the [Rural Health Professions Programs \(RHPP\)](#) at UArizona, ASU, and NAU to support a minimum of one cohort of 15 **new** AHEC Scholars each year of the program, for a total of two cohorts (i.e., minimum of 30 scholars) in overlapping fiscal years. To accommodate potential attrition, up to 18 Scholars per cohort may be assigned to a Regional Center.

5.4.3.2.2 AHEC Scholars receive a stipend up to \$2,000 over the two-year program, distributed by Regional Centers and reflected in the Applicant’s budget.

5.4.3.2.3 Each AzaAHEC Regional Center must identify one faculty mentor for each cohort of approximately 15 students. Faculty mentor must be qualified to teach health profession students as defined in the AHEC Scholar Manual (EXHIBIT TWO) and have a proven record of health profession work in rural and/or urban underserved communities. Faculty mentors must be compensated directly by the hiring Regional Center, and this must be reflected in the Applicant’s budget.

5.4.3.2.4 Each AzaAHEC Regional Center must work with the AzaAHEC Program Office, RHPP Directors, AHEC Scholars Program faculty mentors, academic and clinical partners, and other key stakeholders to implement the Arizona AHEC Scholars Program that includes graduate-level [RHPPs](#) at UArizona (i.e., Colleges of Medicine--Tucson and Phoenix, College of Nursing, College of Pharmacy, College of Public Health); Arizona State University (i.e., College of Nursing); and Northern Arizona University (i.e., College of Nursing, Physician Assistant Program, and Physical Therapy Program.)

5.4.3.2.5 Applicant agrees to work with additional scholars from other Arizona AHEC funded entities that may be identified as eligible for admission by Arizona AHEC, including but not limited to UArizona South Campus Medical Residents.

5.4.3.2.6 The 2022-23 AHEC Scholars Handbook is provided in EXHIBIT TWO and describes the expectations for Centers, AHEC Scholars, and others.

5.4.3.2.7 **Applicant must identify implementation of the AHEC Scholars Program as described in the narrative section “AHEC Required Program Activities” and reflect these activities and associated costs on “Proposed Workplan and Budget Development” (ATTACHMENT A).**

5.4.3.3 Pipeline Activities: Each Regional Center must provide recruitment, training, interactive, and/or didactic structured activities developed for students in **Grades 9-16** (i.e., high school and undergraduate students).

5.4.3.3.1 Pipeline activities must focus on exposing youth to health careers (e.g., medicine, nursing, dentistry and dental hygiene, pharmacy, physical therapy, physician assistant, public health, allied health, community health workers, etc.)

5.4.3.3.2 Pipeline activities must be made available to participants as detailed in the Scope of Work Template (EXHIBIT ONE) that contains reporting specifications and frequently used terms. This includes the following requirements of: a) four or more participants (exclusive of instructors or equivalent); b) encompasses more than 20 hours during one academic year,

- c) have a specified curriculum on the topic of health career education: and d) demographics are collected on program participants.
- 5.4.3.3.3 Regional Centers are encouraged to provide informational health-related events for students in **Grades K-16**. Applicant is advised that these informational activities are reportable to the State of Arizona only and are not funded by UArizona federal funds.
- 5.4.3.3.4 **Applicant must describe proposed pipeline activities on the RFP in the narrative “AHEC Required Program Activities” and reflect these activities and associated costs on “Proposed Workplan and Budget Development” (ATTACHMENT A).**
- 5.4.3.4 Continuing Education:** Each Regional Center must develop and sponsor continuing education and professional development programs for physicians, physician assistants, nurse practitioners, nurse midwives, dentists, psychologists, pharmacists, optometrists, community health workers, public and allied health professionals, or other working health professionals with emphasis on primary care and interprofessional collaboration, serving underserved and health disparity populations.
- 5.4.3.4.1 Applicant must identify and specify by name the nationally recognized agencies (e.g., American Academy of Family Physicians; American Nurses Association) who are anticipated to provide formal continuing education credits.
- 5.4.3.4.2 **Applicant must describe proposed continuing education activities on the RFP in the narrative “AHEC Required Program Activities” and reflect these activities and associated costs on “Proposed Workplan and Budget “ (ATTACHMENT A).**
- 5.4.3.5 Core Topics:** Each Regional Center must incorporate all educational and training activities in support of the following eight (8) Core Topic Areas for Community Based Education and Training (CBET) and Continuing Education and Professional Development:
- 5.4.3.4.3 Interprofessional Education (also known as interdisciplinary training), which supports a coordinated, patient-centered model of health care that involves an understanding of the contributions of multiple health care professionals.
- 5.4.3.4.4 Behavioral Health Integration, which promotes the development of integrated primary and behavioral health services to better address the needs of individuals with mental health and substance use conditions;
- 5.4.3.4.5 Connecting Communities and Supporting Health Professionals, which aims to increase training and development of Community Health Workers and paraprofessionals to be the connectors who are able to serve as a liaison/link/intermediary between health professionals and the community.
- 5.4.3.4.6 Virtual Learning and Telehealth, which seeks to improve virtual learning and telehealth curricula and community-based experiential training.
- 5.4.3.4.7 Social Determinants of Health includes five key areas and their impact on health:
- Economic Stability,
 - Education Access and Quality,
 - Social and Community Context,
 - Health and Health Care, and
 - Neighborhood and Built Environment
- 5.4.3.4.8 Cultural Competency, which seeks to improve individual health and build healthy communities by training health care providers to recognize and address the unique culture, language and health literacy of diverse consumers and communities (e.g., National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care);
- 5.4.3.4.9 Practice Transformation which seeks to fully support quality improvement and patient- centered care through goal-setting, leadership, practice facilitation,

workflow changes, measuring outcomes, and adapting organizational tools and processes to support new team- based models of care delivery; and

5.4.3.4.10 Current and emerging health issues (e.g., COVID-19, pandemic influenza, opioid abuse, geographically relevant health issues, etc.).

5.4.4 Strategic Partnership Activities Effective partnerships that engage key stakeholders (e.g., federal, tribal, state, local, and national organizations) are important to implementing, advancing, and sustaining the work of the AHEC Program. Partners help to ensure the relevancy, coordination and timeliness of the education and training provided. AHEC [Required Program Activities](#) must include evidence of capacity to support community-based experiential and clinical training with an emphasis on primary care. The narrative must demonstrate clinical placement plans for UArizona medical students (Tucson and Phoenix) to meet federal requirements shown below:

5.4.4.1 Medical Student Education: As the recipient of the federal AHEC award, UArizona is required to conduct at least 10% of medical student education weeks at community-based sites away from the main teaching facility. Applicant must describe their experience with and ability to facilitate medical student education. Applicants must describe how they will conduct medical student training and how they will facilitate medical student community-based clinical training that is removed from the primary teaching facility of the contracting institution for awardees that operate a school of medicine or osteopathic medicine. **Only medical students from the UArizona College of Medicine-Phoenix and UArizona College of Medicine-Tucson may fulfill this requirement which must be coordinated by Regional Center and RHPP. Medical student trainees from other medical schools will not meet UArizona’s training requirements.** An overview follows of how these hours could be accommodated at each center using recent data from these two medical schools:

5.4.4.1.1.1 UACOM-Tucson reported 6771 40-hour weeks for a total of 270,840 hours of student rotations within its total required curriculum. Ten percent (10%) results in 27,084 required hours of AzaHEC sponsored student education for the UACOM-Tucson. This is a minimum of 5416 rotation hours annually that each regional center must be prepared to provide within their region for UACOM-Tucson students. This must be accomplished through a collaboration with the UA-COM RHPP and be consistent with course requirements for UA-COM students. As an example, this could be accommodated by the center having two students with 455 monthly hours each of course-required clinical rotations in a six-month period.

5.4.4.1.1.2 UACOM-Phoenix reported 4586 40-hour weeks for a total of 183,440 hours of student rotations within its total required curriculum. Ten percent (10%) results in 18,344 required hours of AzaHEC sponsored student education for the UACOM-Phoenix. This is a minimum of 3669 rotation hours annually that each regional center must be prepared to provide within their region for UACOM-Phoenix students. As an example, this could be accommodated by the center having three students with 203 monthly hours each of course-required clinical rotations in a six-month period.

5.4.4.1.1.3 Other Rural Health Professions Program (RHPP) Student Education. In addition to medical student education at UArizona, Regional Centers must also collaborate with Rural Health Professions Programs at UArizona, Northern Arizona University, and Arizona State University to provide community-based experiential training.

5.4.5 Other Federal Program Activity Requirements. Other federal program activity requirements that must be shown in the proposal includes the following:

5.4.5.1 Program Evaluation. To quantify the impact of the award investment, each AHEC Regional Center must collaborate with the AzaHEC program office and implement

the comprehensive outcome focused evaluation plan of all AHEC Program activities. Each Center must work with the AzaAHEC Program Office to implement necessary evaluation tools as required for reporting purposes. EXHIBIT ONE, Section V, provides a summary of expectations of AzaAHEC Regional Centers in the collection of evaluations. The proposal should indicate agreement with this requirement.

- 5.4.5.2** Develop and implement strategies, in coordination with the applicable one-stop delivery system under section 134(c) of the Workforce Investment Act of 1998, to recruit individuals from underrepresented, disadvantaged or rural backgrounds into health professions and support such individuals in attaining such careers.
- 5.4.5.3** Develop and implement strategies to foster and provide community-based training and education to individuals seeking careers in health professions within underserved areas for the purpose of developing and maintaining a diverse health care workforce that is prepared to deliver high-quality care, with an emphasis on primary care, in underserved areas or for health disparity populations, in collaboration with other federal and state health care workforce development programs, the state workforce agency, and local workforce investment boards, and in health care safety net sites.
- 5.4.5.4** Prepare trainees to provide health services to underserved areas and health disparity populations through field placements or preceptorships in conjunction with community-based organizations, accredited primary care residency training programs, federally qualified health centers, rural health clinics, public health departments, or other appropriate facilities.
- 5.4.5.5** Conduct and participate in interdisciplinary training that includes physicians, physician assistants, nurse practitioners, nurse midwives, dentists, psychologists, pharmacists, optometrists, community health workers, public and allied health professionals, or other health professionals, as practicable.
- 5.4.5.6** Deliver or facilitate continuing education and professional development programs for health care professionals, with an emphasis on individuals providing care in underserved areas and for health disparity populations.
- 5.4.5.7** Establish a youth public health program to expose and recruit high school students into health careers, including public health.

5.5 Center Organization Structure

- 5.5.1** Applicant must be a public or nonprofit private organization whose structure, governance, and operation are independent from AzaAHEC, UArizona and the Arizona Board of Regents:
 - 5.5.1.1** Eligible applicants may include hospitals, health organizations with accredited primary care training programs, accredited physician assistant educational programs associated with a college or university, and universities or colleges who are not operating a school of medicine or osteopathic medicine.
 - 5.5.1.2** Eligible applicants may not include a school of medicine or osteopathic medicine, the parent institution of such a school, or a branch campus or other subunit of a school of medicine or osteopathic medicine or its parent institution, or a consortium of such entities.
 - 5.5.1.3** Applicant must submit evidence of eligibility to be a HRSA-recognized center. This evidence may include the most recent 990 filing, documentation from the Arizona Corporation Commission confirming entity type, most recent financial report or annual comprehensive financial report, or other documentation confirming eligibility.
- 5.5.2** Successful Applicant must:
 - 5.5.2.1** Provide leadership for establishing regional collaborations on health professions workforce issues and the development of health professions training opportunities.
 - 5.5.2.2** Provide interprofessional health professions training opportunities for health professions students.

- 5.5.2.3** Provide ongoing guidance and support in building health professions education networks for student training and delivery of health professional educational opportunities.
- 5.5.2.4** Be prepared to contribute space, personnel, monetary and other resources as necessary to support AzaHEC Program mission and goals.
- 5.5.2.5** Identify an Advisory Board comprised of not fewer than ten people and not more than twenty people. Board membership shall consist of health care providers and consumers and shall reflect the ethnic representation of the center's geographic area and will include at least one-third community and/or consumer representation. Board members are not eligible to receive compensation or reimbursement of expenses. Constitutional bylaws and governing procedures for the board must be developed within the region to reflect the interests of the region being served. If the applicant organization has an established Advisory Board or Board of Directors, the existing board may serve as the AHEC Center Advisory Board if meeting all other criteria. The Chair (or equivalent) of the Center Advisory Board serves on the AzaHEC Commission and must be present at quarterly commission meetings to establish a quorum.

5.6 ADMINISTRATIVE GUIDANCE AND SPECIAL CONSIDERATION

Applicants should identify linkages to Historically Black Colleges and Universities, Hispanic Serving Institutions, and/or Tribal Colleges and Universities and improving the quality of life for African Americans, Latinos, Asian Americans and Pacific Islanders, and American Indians and Alaska Natives as strategies to obtain highly qualified, culturally competent, underrepresented health care professionals who will work in medically underserved areas.

Special consideration will be given to Applicants that:

- 5.6.1** provide primary care services and/or are ready to train residents and health profession students (e.g., graduate, undergraduate and allied health) and/or;
- 5.6.2** are ready to implement health professions pipeline structured programs for grades 9-16 (i.e., high school and undergraduate level) students, and/or;
- 5.6.3** are ready to provide continuing education and professional development for practicing providers.

Applicants may identify collaborative partners for the implementation of these activities.

5.7 OVERVIEW OF PROPOSAL CONTENTS

Proposals must include the following sections:

- [Executive Summary](#)
- [Regional Needs Assessment](#)
- [AHEC Program Required Activities](#)
- [Leadership](#)
- [Administrative Infrastructure](#)
- [Proposed Workplan and Budget Development](#)
- [Collaborative Partners](#)
- [Letters of Commitment or Support](#)

5.8 PROPOSAL FORMATTING

5.8.1 Narrative portion must:

- 5.8.1.1** Include sections and heading identified in Section 5.9;
- 5.8.1.2** Be printable using standard size PDF (i.e., 8.5"x 11");
- 5.8.1.3** Be printable using 12-point font with one-inch margins;
- 5.8.1.4** Contain Applicant's name on each page;
- 5.8.1.5** Contain the page number on each page;
- 5.8.1.6** Be submitted in Word or PDF format;
- 5.8.1.7** Not exceed 25 pages.

5.8.2 [Proposed Workplan and Budget Development](#) must be submitted in Excel format on ATTACHMENT A with all required tabs completed.

5.8.3 The following items are excluded from the page count identified in [Required Components of the Proposal](#): Proposed Workplan and Budget Development, Center Director's CV/Resume, Evidence of Eligibility (e.g., form 990, etc.), and Letters of Commitment and Support .

5.9 REQUIRED COMPONENTS OF THE PROPOSAL

5.9.1 Executive Summary

The Executive Summary must include:

5.9.1.1 Applicant organization's name, address, federal employer ID, telephone number and web site address (if available). If a subunit of a larger organization, this section must include this information.

5.9.1.2 Name of the applicant organization's proposed Director

5.9.1.3 Name of other key contacts, title, address, telephone number and email address.

5.9.1.4 Brief mission of organization, year established, years at present community location, and how the organization will enhance or support the mission of AzAHEC.

5.9.1.5 Benefits/advantages/value of an AHEC Center in the proposed location.

5.9.1.6 Summary explaining the capacity of the Applicant to conduct community-based experiential training including the community-based clinical training of medical students, nursing, pharmacy, public health and other health professions trainees;

5.9.1.7 Summary explaining how the proposed center will be successful in meeting the AHEC Program Required Activities and Core AHEC Activities based on the applicant's Regional Needs Assessment.

5.9.2 Regional Needs Assessment

Applicant must include a needs assessment of the region or population served by this proposal and how the proposed Center will address those needs. Proposals should identify, and reference source(s) used in the needs assessment and the sources should be relevant and timely. Publicly-available data may be used for this assessment. Applicant may indicate how they are currently engaged in meeting the needs of the region.

5.9.3 AHEC Required Program Activities

The narrative proposal must include a detailed plan to address the AHEC Program Required Activities inclusive of:

5.9.3.1 Community-Based Experiential Training.

5.9.3.2 AHEC Scholars Program.

5.9.3.3 AHEC Pipeline Activities.

5.9.3.4 Continuing Education and Professional Development.

The plan must be relevant to the needs assessment and inclusive of the following:

5.9.3.5 recruit individuals from underrepresented, disadvantaged or rural backgrounds into health professions;

5.9.3.6 provide community-based training and education to individuals seeking careers in health professions;

5.9.3.7 prepare individuals to provide health services more effectively to underserved areas through field placements or preceptorships in conjunction with community-based organizations, accredited primary care residency training programs, FQHCs, rural health clinics, public health departments, or other appropriate facilities; conduct and participate in interdisciplinary/interprofessional training that emphasizes primary care and involves physicians, physician assistants, nurse practitioners, nurse midwives, dentists, psychologists, pharmacists, optometrists, community health workers, public and allied health professionals, or other health professionals as practicable;

5.9.3.8 deliver or facilitate continuing education and professional development events for health care professionals, with an emphasis on individuals providing care in underserved areas and for health disparity populations.

5.9.3.9 deliver or facilitate structured youth programs to expose and recruit 9-16 grade students into health careers.

5.9.4 Leadership

Each AHEC Center must have a director who spends a minimum of 75% time on AHEC related-activities. This effort must be reflected in the leadership narrative and budget narrative. The leadership narrative must indicate if the AHEC Center Director will be a new-hire or if an existing employee will perform the duties of the AHEC Center Director. The proposal should include the proposed Director's resume and evidence that the proposed Director has appropriate education and direct experience. A list of the entity's board of directors/advisory board consisting of not less than ten members must be included and reflect relevant affiliations and terms of service. Relevant information on other key personnel may also be included.

5.9.5 Administrative Infrastructure:

Applicant must describe the current or proposed reporting systems and may provide sample and redacted reports as applicable:

5.9.5.1 Applicant must identify and describe the accounting system for project-specific invoicing and financial reporting to funding sources. This project requires applicant to generate monthly invoicing in comparison to budgeted line-items, including accounting system-generated supporting documentation. Applicant may provide most recent fiscal year's Internal Revenue Service Form 990 and, if available, most recent annual audit completed by an external auditor.

5.9.5.2 Applicant must identify and describe the data entry system for any current data reporting to funding sources. This project requires applicant to input trainee information accurately and consistently, inclusive of demographics and clinical hours, into a shared database and to be responsive to requests for clarification. Regular data entry and monitoring of data in comparison to metrics reflected in final Scope of Work awarded is necessary to ensure accurate reporting.

5.9.5.3 Applicant must have a documented history of narrative reporting, including those required by funding sources. This project requires Applicant to prepare and submit narrative reports which are reflective of anticipated and accomplished efforts. Applicant may provide redacted samples or a description of their narrative reporting.

5.9.5.3.1 Required narrative reporting is identified in the Scope of Work Template (EXHIBIT ONE – Section III) that contains reporting specifications.

5.9.6 Proposed Workplan and Budget Development

Arizona AHEC uses a performance-based funding model that incorporates major metrics anticipated by Applicant to identify the budget awarded. The Applicant must review the "Proposed Workplan and Budget Development" Workbook (ATTACHMENT A), which provides:

5.9.6.1 Table of Contents and instruction/information tabs

5.9.6.2 FIVE Tabs (as shown in gold) that must be completed by the Applicant as follows:

5.9.6.2.1 Projected metrics and related information must be completed on the following tabs: CBET Schedule, Performance Schedule and Activities Schedule.

5.9.6.2.2 Requested budget and related information must be completed on the following tabs: Budget Template, and Budget Justification.

5.9.6.3 Applicant is encouraged to review the Scope of Work Template (EXHIBIT ONE) that contains reporting specifications and frequently used terms in the preparation of metrics submitted in this workplan. However, the Scope of Work Template should not be submitted

in response to this RFP but will be generated for the awarded year as part of an awarded proposal.

5.9.7 Collaborative Partners

Applicant must identify collaborative partners who will be instrumental in this proposal. Applicant must provide the following information for each collaborative partner identified in the proposal:

5.9.7.1 Partner business name, address, telephone number and web site address (if available).

5.9.7.2 Key contact name, title, address, telephone number and email address.

5.9.7.3 Brief mission of organization, year established, and how the organization will enhance or support the proposed AHEC Center, including plans of the collaborative partner to provide community-based clinical education.

5.9.8 Letters of Collaboration and Letters of Support

5.9.8.1 Applicant must provide letters of collaboration from partners identified in this proposal who are integral to the success of this proposal. Letters from collaborative partners must detail the support that will be provided. For example, if the collaborative partner will provide community-based clinical education for medical residents, medical students or other primary care health profession students, the letter should indicate agreement to do so and specify the efforts/outcome projected.

5.9.8.2 Applicant may provide letters of support from any other key stakeholders on the local, regional or state level who endorse the applicant's proposal but do not intend to collaborate on any specific aspect of the proposal.

5.10 Term of Agreement. This award is for an initial 14-month period of 7/1/2023 to 8/30/2024. Following the initial term, there is the option for four annual non-competing continuation renewals upon mutual agreement by both the Applicant and Arizona AHEC. Each renewal will require a Proposed Workplan and Budget Development for each one-year period and may require additional documentation. At the end of the fifth year, Applicant understands that a new RFP for the region will be issued broadly and in compliance with State of Arizona guidelines.

This RFP specifically identifies work efforts that must (as defined in 2.6) be addressed to meet funding requirements. This RFP identifies work efforts that should (as defined in 2.4) be addressed to optimally address funding requirements. Applicant acknowledges they must comply with all HRSA federal grant requirements, including those not specified in this RFP, in order to continue to receive any future subrecipient federal AHEC funding that may be awarded as a result of a successful application.

5.11 Detailed Pricing. Proposal must be priced as detailed in the attached "Proposed Workplan and Budget Development (ATTACHMENT A)" whereby the anticipated activities are associated with the requested award amount.

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

6.1 Certification of Proposal

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

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

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

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

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

Action. Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposals # L192321 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that _____ (Vendor Name), located at _____ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety-(90) calendar days as of the Due Date for responses to the RFP.

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

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

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

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

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____ Email: _____

F.E.I.N: _____

RFP Email and Notification Contact: _____

6.2. LEGAL WORKER CERTIFICATION

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

Date: _____

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

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

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

(Firm)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Fax)

(Print Title)

(Federal Taxpayer ID Number)

(November 3, 2009)

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

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

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

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

(NAME OF FIRM)

(ADDRESS, CITY, STATE, ZIP)

(SIGNATURE)

(DATE)

(PRINT OR TYPE - NAME AND TITLE)

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

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

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

(NAME OF FIRM)

(STREET ADDRESS)

(SIGNATURE)

(MAILING ADDRESS)

(TYPED OR PRINTED NAME)

(CITY, STATE, ZIP)

(DATE)