



Procurement and Contracting Services

Request for Proposals for Optional Renter's Insurance to On-Campus Residents

ADDENDUM #1

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

**Sealed RFP # L262503
Due on March 6, 2025, no later than 2:00 PM, MST**

The following questions were received prior to the close of the Technical Question period on February 24, 2025, at 12:00 PM MST:

1. The award mentions that multiple vendors may be awarded. Is it the University's intention to award to multiple vendors?
 - a. **Yes, if they meet the criteria.**
2. Would the selected vendor be able to submit a Master Service Agreement to the University for services rendered, or does accepting the RFP award simply function as the agreement directly?
 - a. **If an agreement between the University and awarded vendor is necessary, the University would prefer to use the attached Agreement for Outside Professional Services as a starting point.**
3. Would the University accept a 90-day "wind down" period in the event the University wishes to terminate for convenience? This would allow certainty that the program is entirely scrubbed from campus communications and other protocols.
 - a. **The University would consider negotiating a "wind down" period for convenience only, if requested.**
4. How do you weigh the selection criteria as described in Section 3.9.8?
 - a. **Please see below evaluation criteria weighting.**

Evaluation Criteria	Importance
Services/Protection offered	30
Easy-to-use Interface	25
Easy payment options	15
Pricing/Costs for services/packages	10
Claim Process	10
Experience & References from other similar sized universities	5
Sustainability Questionnaire Answers	5

5. If a separate contracting process is required, would you accept alternative language relating to both IP and Indemnification if there is language already pre-approved by other ABOR institutions?
 - a. **Yes, the University would be willing to review language previously approved by ABOR.**

AGREEMENT FOR OUTSIDE PROFESSIONAL SERVICES
MASTER AGREEMENT FOR ONE TO FIVE YEARS

between

THE ARIZONA BOARD OF REGENTS
on behalf of
THE UNIVERSITY OF ARIZONA
(hereinafter referred to as "University")

and

(hereinafter referred to as "Contractor")

1. University desires to retain Contractor, and Contractor is willing to provide services to University in Contractor's capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.
2. Contractor shall provide those services set forth in Exhibit's attached to this Agreement, and in doing so agrees to exercise Contractor's best efforts in completion of the described services.
3. Payment shall be made within thirty (30) days after the University's receipt and approval of Contractor's monthly/quarterly/final (circle one) invoice by University check to:
Name and address of individual Contractor or firm:

4. The term of this Agreement is for the period _____ to _____.
5. For all purposes under the terms of this Agreement Contractor shall be an independent contractor, and not an agent, officer or employee of University. University shall provide no employee benefits, including but not limited to worker's compensation coverage, regularly afforded to staff, faculty, and administrative and professional employees. Contractor shall provide whatever tools, equipment, vehicles, and supplies Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.
6. The conduct and control of work under this Agreement lies solely with Contractor, and University is interested in the satisfactory progress and the successful completion of the services described in Exhibit A. University shall be permitted to retain other contractors performing the same or similar tasks, and Contractor shall be permitted to provide services to other parties, consistent with Contractor's obligation to utilize best efforts in the completion of services undertaken pursuant to the terms of this Agreement.
7. Contractor agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Contractor may be required to perform the services based, in part, on information furnished by the University and Contractor shall be entitled to rely on such information; however, such reliance will not relieve Contractor of its obligation to insure that the services are performed in a workmanlike manner by adequately trained and supervised workers.
8. Contractor shall provide such interim written reports concerning the performance of services under this Agreement as University may request in writing and, upon expiration or other termination of the Agreement, shall provide a written report to University setting forth the results of the tasks performed hereunder.
9. All reports, drawings, and other work products produced by Contractor as a part of the services rendered under this Agreement shall be provided to and be the sole property of University. Contractor shall not release such work product or other information obtained, or produced pursuant to this Agreement without the prior written consent of University.
10. The parties shall comply with all applicable state and federal statutes and regulations governing workplace safety, environmental protection, equal employment opportunity, non-discrimination, and immigration.

11. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
12. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during any fiscal year, or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of the agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify Consultant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
13. This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
14. Contractor 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 attorney's 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 Contractor, 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 Contractor and/or its subcontractors of claims under similar such laws and obligations. Contractor'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 Contractor and third party infringement under the Agreement.
15. Contractor shall submit invoices in connection with the services performed under this Agreement. These invoices shall be sent to:

UNIVERSITY OF ARIZONA
 ACCOUNTS PAYABLE
 888 N EUCLID AVE, ROOM 402
 TUCSON, AZ 85721
 Invoices@fso.arizona.edu

However, under no circumstances shall Contractor be reimbursed for an amount which is proportionately greater than the portion of the job which has been completed.

16. Contractor verifies that Contractor or any employee of Contractor is _____ or is not _____ an employee of University.
17. Insurance Requirements
 - 17.1. Contractor and subcontractors shall procure and maintain until all of their obligations under this Agreement have been discharged, and until any warranty periods under this Agreement have expired, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, his agents, representatives, employees or subcontractors.
 - 17.2. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the services under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
 - 17.3. MINIMUM SCOPE AND LIMITS OF INSURANCE:

Contractor shall provide coverage with minimum limits of liability not less than those stated below:

A. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

B. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of any services to the University of Arizona by Contractor.

Combined Single Limit (CSL)	\$1,000,000
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C. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability - Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

This requirement (C.) shall not apply to: Separately, EACH Contractor, contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- 17.4. For professional services that require licensure or registration, i.e. engineering, design, architecture, medical services, counseling, or others as applicable, the following insurance is required in addition to the policies specified in 18.3.

Professional Liability (Errors and Omissions Liability)	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required herein is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time Contractor's services to the University of Arizona are completed.

The policy shall cover professional misconduct or lack of ordinary skill.

- 17.5. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies required herein shall include, or be endorsed to include, the following provisions:

- 17.5.1. The insurance policies identified above in 18.3.A. and B. shall be endorsed to include the following additional insured language: *"The State of Arizona, Arizona Board of Regents, the University of Arizona, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of __ (Contractor name) __"*.
- 17.5.2. Wherever additional insured status is required, such additional insureds shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required herein.
- 17.5.3. All insurance policies required by this Agreement shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, the University of Arizona, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 17.5.4. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 17.5.5. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this agreement.
- 17.5.6. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this agreement in the insurance policies above shall require (30) days written notice to the University. Such notice shall be sent directly to the attention of **UA Procurement & Contracting, PO Box 210300, Tucson, AZ 85721-0300** and shall be sent by certified mail, return receipt requested.
- 17.5.7. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. University in no way warrants that the above-required minimum insurer rating is sufficient to protect the Service Provider from potential insurer insolvency.
- 17.5.8. **VERIFICATION OF COVERAGE:** Contractor shall furnish the University with certificates of insurance (ACORD form or equivalent approved by the University) as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the University before Contractor commences any work for the University. Each insurance policy required by this agreement must be in effect at or prior to commencement of any work and remain in effect for the duration of the project. Failure to maintain the insurance policies as required herein, or to provide evidence of renewal, is a material breach of this agreement. Updated certificates of insurance shall be provided to University at the time of each policy renewal during the term of this agreement.

All certificates required by this Contract shall be sent directly to UA Procurement & Contracting, PO Box 210300, Tucson, AZ 85721-0300. The University project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by this agreement at any time.

17.5.9. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All insurance policies for subcontractors shall be subject to the minimum requirements identified above.

17.5.10. APPROVAL: Any modification or variation from the insurance requirements in this agreement requires approval of the UA Department of Risk Management Services. Such action will not require a formal Contract amendment, but may be made by administrative action.

17.5.11. EXCEPTIONS: In the event the Contractor is a U.S. based public entity, evidence of Self-Insurance may be provided in lieu of the insurance policies required herein. If the Contractor is a State of Arizona agency, board, commission, or university, none of Section 17 applies.

18. The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
19. To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following publication "Guidance on Preparing Workplaces for COVID-19," available at the following link <https://www.osha.gov/Publications/OSHA3990.pdf>.
20. Contractor nor the University shall be liable for failure to perform if such failure is caused by or due to acts on regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier / Contractor or the University. Neither party shall be under any further obligation to the other.
21. 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.
22. This Agreement is not assignable without prior written approval of the University; any attempt to assign any rights, duties, or obligations which arise under this Agreement without such approval shall be void.
23. The Contractor must demonstrate that they are duly licensed by whatever state, county or local regulatory body may so require.
24. This Agreement is made under and shall be interpreted according to Arizona State Law.
25. 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).
26. 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.
27. To the extent required by A.R.S. § 35-394, Contractor certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Contractor becomes

aware during the term of the agreement that it is not in compliance with this written certification, it shall notify UArizona within five (5) business days of becoming aware of the noncompliance.

28. 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 Contractor is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Contractor 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.
29. The University may terminate the Agreement, in whole or in part, with or without cause, upon 30 days written notice to Supplier. Subject to the provision of any Transition Services (as defined below), upon termination, Supplier will refund to the University all prepaid amounts for Goods/Services not delivered or performed. If the Agreement is terminated pursuant to this section, subject to the provision of any Transition Services, the University will pay Supplier, as full compensation under the Agreement: (1) the portion of Goods/Services delivered or performed and accepted prior to the effective date of termination based on the unit prices in the Agreement, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (2) a reasonable amount, not otherwise recoverable from other sources by Supplier, and as approved by the University, with respect to the undelivered, unperformed, or unacceptable portion of the Good/Services. In no event will compensation paid previously under the Agreement together with compensation paid under this section exceed the total PO or Agreement price.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates designated below.

THE ARIZONA BOARD OF REGENTS ON
BEHALF OF THE UNIVERSITY OF ARIZONA

CONTRACTOR: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Vendor Contact Information for Contract

<u>Name:</u>	
<u>Phone:</u>	
<u>Email:</u>	
<u>Insurance Certificate Request Email Address:</u>	

Attachment A

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)

End of addendum, all else remains the same.