



Procurement and Contracting Services

Request for Proposals for Applicant Tracking System

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

**Sealed RFP # L262507
Due on July 7, 2025 no later than 2:00 PM, MST**

TABLE OF CONTENTS
For
REQUEST FOR PROPOSALS NO. L262507

SECTION #	TITLE
1.0	<u>Statement of Work</u>
2.0	<u>Definitions</u>
3.0	<u>General Information and Instructions to Proposers</u>
4.0	<u>Agreement Terms and Conditions</u>
5.0	<u>Scope of Work, Specifications, Technical Requirements</u>
6.0	<u>Certifications and Forms</u> (Vendor to complete and return with proposal)



PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSALS, RFP # L262507

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 a robust and flexible talent acquisition system that can support an efficient recruitment and selection process, while significantly enhancing the candidate experience. We seek to acquire an innovative cloud-based talent acquisition system that can automate and streamline the hiring process; improve applicant and University communication; reduce administrative burden; increase department efficiency; allow for compliant and defensible audit trails; collect data required by law; promote the University of Arizona (UA) brand; and provide robust reports and analytics and responsive customer support.
- 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.

06-02-25	Issuance of RFP
06-16-25	Pre-Proposal Conference (Non-Mandatory)
06-23-25	Technical Questions/Inquiries due no later than 12:00 PM, MST
07-07-25	RFP is Due July 7, 2025, no later than 2:00 PM, MST
TBD	Vendor Demonstrations

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 Talaney Garth, at email: tgarth@arizona.edu.

Date:	June 16, 2025
Time:	11:00 AM, MST
Place:	Zoom Link will be provided upon request to attend.

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 Accommodations for People with Disabilities. If the vendor or any of the vendor's employees participating in this RFP need, or have questions about the University's accommodations for people with disabilities, please make arrangements with Talaney Garth at email address tgarth@arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

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: Talaney Garth
Email Address: tgarth@arizona.edu

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

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

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

- Questions concerning this RFP must be submitted in writing, and be received **no later than June 23, 2025 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 June 23, 2025 at 12:00 PM, MST.**
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than June 23, 2025 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:

<https://vendors.arizona.edu/rfpb-opportunities>

➤ ***Vendors who want the addenda supplied to them in another form must notify Talaney Garth. 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 June 23, 2025 at 12:00 PM, MST.

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.

- 3.6.6 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.**

<https://vendors.arizona.edu/rfpb-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.**

- 3.6.7 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.**

- 3.6.8 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.

- 3.6.9 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

- 3.6.10 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.

3.6.11 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.

3.6.12 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.

3.6.13 Proposal Bond. Not applicable.

3.6.14 Performance and / or Payment Bonds. Not applicable.

3.6.15 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 **July 7, 2025 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:

<https://arizona.app.box.com/f/98adbda767ed4638a5a864cea1ea25b5>

Please title your response in the upload folder as:

RFP#_VendorName_Response

****Vendor please note: Your entire submittal may not be confidential, but you may include a redacted copy if necessary****

no later than July 7, 2025 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.

Limiting Criteria: Respond in Attachment A, "Limiting Criteria" tab.

The Limiting Criteria will be evaluated on a pass/fail basis.

Any vendor that receives a "fail" will be eliminated from further consideration.

- Vendor can host a web-based, applicant tracking software system, available 24/7.
- Vendor will provide a Service Level Agreement (SLA) containing a guarantee for end-user support performance and industry standard up time of 99.9%.
- Vendor hosts an application submission process via that can be completed entirely via a mobile device.
- Software has capacity to support large employer (15K+) with high-applicant traffic and unlimited requisitions.
- Software supports CAS or SAML single sign-on (SSO) capabilities.
- Software supports the ability to bulk download multiple application packets simultaneously without page limits/caps. Downloaded packets should include all application submission documents for each applicant.
- Software has the capability to manage the entire offer letter process (offer creation, delivery, and acceptance) online.
- Software has the capability to create automated templated email communications triggered by system events.
- Software has the capability to track applicants' status throughout the entire recruitment lifecycle including how far they've advanced and/or reason for not advancing.
- Vendor will provide a UX/user testing experience of the proposed solution once the demonstrations have been completed (e.g. sandbox, test/trial accounts, etc.).

There will be two phases for this RFP:

- **Phase 1: Proposal Phase** During this phase written proposals will be reviewed and evaluated based on the phase 1 criteria below by a designated committee.

- **Phase 2: Demonstration / Sandbox Phase** Vendors with top-scoring proposals will be invited to present their solution and will be evaluated by the same committee based on the phase 2 criteria listed below.

***** Scoring from the proposal phase will NOT be carried forward to the Demonstration / Sandbox Phase. *****

Evaluation Criteria - Phase 1, Respond in Attachment A, “Required Services tab”, “Vendor Questionnaire tab”, and “Pricing tab”.

Required Services

- Recruiter Experience
- Applicant Experience
- System Interface and Navigation
- Systems Administrator Experience
- Systems and Communication
- Training and Implementation
- Customer Service
- Reporting and Integration

Vendor Questionnaire

- Vendor Profile, Service Delivery, and Client Success
- Platform-Level Services
- ATS Specific Modules
- Additional Features

Detailed Pricing

- Total Required Costs
- Total Optional Costs

Quality of Proposal

- Organized professional presentation (e.g., minimal grammar and punctuation errors, followed instructions)

Evaluation Criteria - Phase 2 – Demonstration / Sandbox

Vendors selected for round two will be required to give at least one demonstration of their system and its capabilities. The University will communicate demonstration agendas prior to inviting finalists for a demonstration. The University will schedule the time and location for required demonstrations. Vendors will be able to choose from an on-site or virtual demonstration modality. The purpose of the demonstration is to allow a variety of campus stakeholders to evaluate the usability and functionality of the system relative to their needs. Each vendor will be allotted a total of up to four hours to minimally address the following user experiences. They may highlight other features in addition if time allows. For all identified user types, the successful vendor will address ease of use and intuitiveness of the system. After the demonstrations, the vendor will be expected to share provide a UX/user testing experience of the proposed solution (e.g. sandbox, test/trial account, etc.) for University of Arizona committee to actively test. Both the demonstration and sandbox will be evaluated on the criteria below.

Applicant Experience:

- External Applicant - Creating a user account, logging in, submitting an application, and uploading documents (using both mobile and desktop device)
- Internal applicant - Creating a user account, logging in, submitting an application, and uploading documents (using both mobile and desktop device)
- Resetting passwords, updating personal information, checking the status of an application, and accepting an offer.

Recruiter Experience

- Logging in, creating and approving a requisition, updating a requisition, and posting a requisition to career site.
- Viewing a requisition's history (e.g. status, updates, notes)
- Offer letter creation, approval, updates, and delivery to candidates.
- Dashboard views of requisitions and candidates
- Viewing candidates, updating candidate statuses, and downloading multiple application packets.

Search Committee Experience

- Logging in and accessing applicant materials
- Downloading multiple application materials
- Candidate scoring tool

Systems Administrator Experience

- Creation and management of requisition templates
- Search for applicants and updating applications
- Creation of ad hoc reports
- Creation and management of email templates
- Creation and management of offer letter templates
- Creating new user accounts and user provisioning

Sandbox Experience

- Applicant Experience Testing
- Recruiter Experience Testing
- Search Committee Testing
- Systems Administrator Testing

References

- 5 References Provided
- Quality of References

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 No Forced Labor of Ethnic Uyghurs.** To the extent required by A.R.S. § 35-394, Successful Vendor 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 the Successful Vendor becomes aware during the term of the awarded 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 non-compliance.
- 4.19 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>.
- 4.20 Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 4.21 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.

- 4.22 Administrative (Legal) Remedies.** The Arizona Board of Regents has promulgated [Administrative \(Legal\) Remedies](#) for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.23 Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 4.24 Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.
- 4.25 Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 4.26 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent. Neither the Supplier / Contractor nor the University shall be liable for failure to perform if such failure is caused by or due to acts 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.
- 4.27 Indemnification / Hold Harmless.** The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees ("Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors of claims under similar such laws and obligations. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.
- 4.28 Indemnification by the University.** Arizona Revised Statute § 35-154 prohibits persons from incurring obligations against the state for which funds have not been appropriated or allocated. Arizona Attorney General's Opinion 67-36-L interprets this statute to prohibit the state and its agencies from agreeing to hold harmless or indemnify third parties. The University shall be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

4.29 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.
- Cyber & Technology Liability Insurance, with minimum coverage limits of FIVE MILLION (\$5,000,000) per 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.

4.30 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.

4.31 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.

4.32 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.

4.33 No Waiver of Right by the University. No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement

- 4.34 Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact [Parking and Transportation Services](#) located at 1117 E. Sixth St., Tucson AZ 85721-0181.
- 4.35 Performance and / or Payment Bonds.** Not applicable.
- 4.36 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
- 4.37 Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- 4.38 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this 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.
- 4.39 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.
- 4.40 Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.
- 4.41 Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 4.42 Right of 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.
- 4.43 Termination**

- 4.43.1 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.
- 4.43.2 Cause.** The resulting agreement may be terminated by either party for cause in the event of: (a) breach by the other party of a material obligation under the Agreement which is not remedied within thirty (30) days after written notice.
- 4.43.3 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.
- 4.43.4 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.
- 4.43.5 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.
- 4.43.6 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.

4.43.7 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.

4.43.8 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 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.

4.45 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.

4.46 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).

- 4.47 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.
- 4.48 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).
- 4.49 COVID-19 Safety Protocols.** The successful vendor must comply with FAR 52.223-99.
- 4.50 Assignment.** Contractor agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, trade secrets and other work product that is conceived, made or discovered by Contractor, solely or in collaboration with others, during the performance of this Agreement, including all copyrights, patents, or other intellectual property rights therein (collectively, “**Work Product**”), are the sole property of the University. To the extent allowable under law, all Work Product will be deemed “Work For Hire” under the Copyright Act. To the extent any Work Product is not “Work For Hire,” Contractor will assign (or cause to be assigned) and does hereby assign fully to University all right, title and interest in and to all Work Product. Contractor will assist University or its designee, at University's expense, in every proper way to establish, secure, perfect and maintain University's ownership rights in the Work Product, including the disclosure to the University of all pertinent information and data with respect thereto, and the execution of all applications, assignments and all other instruments reasonably requested by University.
- 4.51 Pre-Existing Materials.** If, in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any invention, improvement, development,

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

4.52 Information Security

4.52.1 Definitions

4.52.1.1 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.

4.52.1.2 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.

4.52.1.3 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.

4.52.1.4 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.

4.52.1.5 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.

4.52.2 Concepts

4.52.2.1 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.

4.52.2.2 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.

4.52.2.3 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.

4.52.2.4 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.

4.52.2.5 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.

4.52.2.6 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.

4.52.2.7 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.

4.52.3 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.

4.52.3.1 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.

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

4.52.3.3 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.

4.52.4 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

4.52.4.1 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.

4.52.4.2 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.

4.52.5 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.

4.52.5.1 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.

4.52.5.2 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.

4.52.5.3 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.

4.52.6 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.

4.53 Cloud Software Terms and Conditions. The following terms will apply if the Services provided under this Agreement are provided to University as Cloud Software.

4.53.1 Vendor Obligations. In addition to any other obligations of Vendor, Vendor must:

4.53.1.1 Provide the Services on a continuous basis and warrants that the Services will be fully available 99.9% of each month, except for scheduled maintenance for which written notice has been provided to University at least thirty (30) calendar days in advance.

4.53.1.2 Provide unlimited telephone support twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24/7/365")

4.53.1.3 Provide online access to technical support bulletins and other user support information and forums 24/7/365;

4.53.1.4 Conduct quarterly support updates and reviews involving technical teams from both Parties to discuss Cloud Software support issues.

4.53.1.5 Provide semi-annual support usage, incident reports and Vendor's compliance with any service levels identified in a service level agreement.

4.53.1.6 Respond with support to Priority One Issues (as defined below) within one (1) hour of University's call for assistance to Vendor and initiate work on such issues within one (1) hour thereafter, regardless of time of day or day of week. Priority One Issues include issues involving substantial failure of the Cloud Software, which, in University's sole judgment, are critical to its operations. Vendor will initiate work on all other support issues, within four (4) hours from receipt of an electronic or telephonic service request.

4.53.1.7 In the event two or more Priority One Issues occur in any thirty (30) day period during the term of the Agreement, Vendor will promptly investigate the root causes of such support issues and will provide to University an analysis of such root causes and a proposed corrective action plan for University's review, comment and approval (the "Corrective Action Plan"). The Corrective Action Plan must include, at a minimum: (i) a commitment by Vendor to

University to devote the appropriate time, skilled personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of Priority One Issues; (ii) a strategy for developing any programming/software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of such issues; and (iii) time frames for implementation of the Corrective Action Plan. There will be no additional charge (other than those fees set forth in this Agreement) for Vendor's implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan.

4.53.2 Scheduled Maintenance of Cloud Software. Scheduled maintenance, updates, enhancements or modifications relative to the Services and/or other elements or components of the Services will be in accordance with Vendor's maintenance schedule and will not in any way diminish the benefits, comprehensiveness, features or functionality of the Services, as defined under the Agreement. Vendor may, however, push updates and fixes at any time to University that Vendor determines will not affect University's ability to access the Services. Unless otherwise agreed in writing, non-peak hours are from Friday night at 11:00 p.m. MST through Saturday morning at 8:00 a.m. MST, and Saturday night at 11:00 p.m. MST through Sunday morning at 8:00 a.m. MST.

4.53.3 Unscheduled Maintenance of Cloud Software. If the Services provided under this Agreement are provided to University as Cloud Software, Vendor will provide University with at least seventy-two (72) hours prior notice of Vendor's implementation of all unscheduled maintenance, updates, enhancements, modifications and/or other circumstances which will result in an outage or an inability of University to access the Services. In the event emergency maintenance of the Services is required, Vendor will provide University with as much advance notice as possible of the impending emergency maintenance and will disclose to University, in writing, the cause or issue necessitating the emergency maintenance as soon as possible and no later than seventy-two (72) hours after the initiation of the emergency maintenance.

4.53.4 Critical Services Not to be Abandoned. Vendor acknowledges that the Cloud Software provided under this Agreement are critical services for University. Accordingly, notwithstanding any other provisions under the Agreement to the contrary, the Parties agree that Vendor may not "**Abandon**" such critical Services. For purposes of an Agreement, "Abandon" means Vendor's actual, willful non-performance of any material aspect of the Services in breach of the Agreement which results in a material adverse effect on (i) critical aspects of University's internal operations, regulatory or other reporting requirements; or (ii) a Service that is provided to or in support of University's students and faculty. Abandonment will not be deemed to have occurred if non-performance is caused by circumstances outside of Vendor's control or if a Service is properly terminated in accordance with Vendor's rights under the Agreement. In addition, support provided under this Agreement will not be withheld due to any unrelated dispute arising under this Agreement, another agreement between the Parties, or any other unrelated dispute between the Parties.

4.53.5 Public Cloud. Vendor will not create a public cloud account on behalf of University without prior written approval by University's IT Security team.

4.53.6 Cloud Management. Vendor is responsible for continuous vulnerability management of hardware and software, including, without limitation, scanning and issue remediation. Vendor is responsible for all disruptions and damage caused to any University Data while it is hosted in Cloud Software.

4.53.7 Hosting Facilities. 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 University with respect to any University Data), the Vendor will default to a United States-based data location in the selection of University storage or processing facilities. 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.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The University of Arizona (UA) needs a robust and flexible talent acquisition system that can support an efficient recruitment and selection process, while significantly enhancing the candidate experience. We seek to acquire an innovative cloud-based talent acquisition system that can automate and streamline the hiring process; improve applicant and University communication; reduce administrative burden; increase department efficiency; allow for compliant and defensible audit trails; collect data required by law; promote the University of Arizona (UA) brand; and provide robust reports and analytics and responsive customer support.

The successful vendor must demonstrate viability as a company and a strong commitment to customers through regular product enhancements, compliance updates, and ongoing support. The vendor must provide a system that delivers capabilities consistent with industry practices at a firm, fixed price, including externally hosting the system and providing all necessary implementation services.

5.1 Required Services. All vendors must complete the REQUIRED SERVICES worksheet within Attachment A. The evaluation committee will use the worksheet table to assess the availability of the required services.

The worksheet lists the functional and technical specifications requested by the University. Use the following codes for each item in the table under the Response Code column:

A = Available in system now or will be available by October 2026

B = Not available in system now and will not be available by October 2026

The table also requests a response as to whether the required services have an additional cost outside the annual licensing fee for the system. Use the following codes in the table under the Additional Fee column:

I = Included in annual licensing fee

N = Not included in annual licensing fee.

5.2 Vendor Questionnaire. All vendors must complete the VENDOR QUESTIONNAIRE worksheet within Attachment A. The evaluation committee will use the worksheet table to assess the quality and availability of services.

5.3 Service Level Agreement. Provide a sample of a contract and standard Service Level Agreement (SLA). Be sure to highlight system availability, performance, service response times, and uptime.

5.4 Term of Agreement. There shall be a two (2) year initial term from the effective date of a successfully negotiated agreement, with an option to renew for an additional three (3) year term on mutual agreement of both parties.

5.5 Accessibility.

5.5.1 Address compliance with WCAG 2.1 AA and UA Rehabilitation Act Section 508.

a. Address accessibility for both user and administrator/staff functionality.

5.5.2 Provide your VPAT for accessibility (Voluntary Product Accessibility Template) or your WCAG 2.1 Conformance Statement. Templates to be completed can be provided upon request.

a. Include specific information regarding the accessibility of platform, keyboard navigation, and screen reader accessibility.

5.5.3 Has your product been verified for accessibility with assistive technologies for all functionality? If so, was verification through in-house testing or via third tester/vendor?

a. Please list OS, assistive technologies and applications (browsers) tested, including version numbers.

5.5.4 Discuss where and how accessibility is included in your product development process.

5.5.5 If you are designing digital content such as email, Web-based or Social Media content, discuss your efforts to ensure accessibility.

5.6 Detailed Pricing. Detailed Pricing. All vendors must complete the PRICING TERMS AND CONTRACT COMMITMENTS BID worksheet within Attachment A. The evaluation committee will use the worksheet table to assess the cost of services.

5.7 Method of Payment & Discount for Early Payment. The University's preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by credit card.

Will you accept payment via credit card? Yes _____ No _____

Do you offer an early payment discount? Yes _____ No _____

If yes, what is your offer? _____ % if paid within _____ days after the University receives a proper, accurate and uncontested Invoice for Payment.

If payment via credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card? Yes _____ No _____

If payment via credit card is accepted, are there any transaction fees?

Yes _____ No _____

If yes, what is the transaction fee? _____ %

5.8 References. Vendor to provide five (5) customer references for five different clients who have purchased and are actively using your applicant tracking system module. The University will select four of the clients you have provided with a preference for references from universities, organizations with 10K+ employees, and relationships lasting 3 years or longer.

5.8.1 All vendors must complete the REFERENCES worksheet within Attachment A. The evaluation committee will use the references to assess the quality of the vendors'

services. Please provide contact information for 5 of your clients. The University will select four clients who will be contacted for reference checks.

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

6.1 Certification of Proposal

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 # L262507 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: _____