



## **Procurement and Contracting Services**

### **Request for Bids for Bulk Liquid Nitrogen**

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

**Sealed RFB # L292602  
Due February 9, 2026 no later than 2:00 PM, MST**

**TABLE OF CONTENTS**  
For  
**REQUEST FOR BIDS NO. L292602**

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



## PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR BIDS, RFB # L292602

### 1.0 STATEMENT OF WORK

- 1.1 **Summary.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting Bids from interested vendors to furnish the University with Bulk Liquid Nitrogen.
- 1.2 **Coverage and Participation.** The intended coverage of this RFB and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

### 2.0 DEFINITIONS

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

**2.10 Request for Bids (RFB).** A competitive process in which goods or services are precisely specified and price is substantially the only competitive factor.

**2.11 Respondent.** Same as Vendor.

**2.12 Response.** Same as Bid.

**2.13 Responsible Vendor.** A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the materials, services, construction or construction services, to be provided; and who is in compliance with any and all licensing requirements of the State of Arizona.

**2.14 Responsive Vendor.** A person who submits a Bid which conforms in all material respects to the Request for Bids.

**2.15 Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFB and to enter into a contract to provide the University with the products or services sought by this RFB.

**2.16 Supplier.** Same as Vendor.

**2.17 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona.

**2.18 Vendor.** For purposes of this RFB, "Vendor" means any entity responding to this RFB with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.

**2.19 Vendor's Bid.** Same as Bid.

**2.20 Vendor's Response.** Same as Bid.

### **3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

**3.1 Original RFB Document.** The Office of Procurement and Contracting Services shall retain the RFB, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

**3.2 About the University.** For information about the University of Arizona, please visit the University's Internet web page at: [www.arizona.edu/](http://www.arizona.edu/). For specific demographic information, visit <https://uair.arizona.edu/content/overview>.

**University Purpose and Core Values.** The University of Arizona's purpose is working together to expand human potential, explore new horizons and enrich life for all. To fulfill this purpose, the University has adopted Core Values that apply to all faculty, staff, and students, as well as to those doing business with the University. The Core Values are central to the culture of the University, and Vendors are encouraged to review and uphold the following:

- Integrity – Be honest respectful and just

- Compassion – Choose to Care
- Exploration – Be insatiably curious
- Adaptation – Stay open-minded and eager for what's next
- Inclusion – Harness the power of diversity
- Determination – Bear Down

For additional information regarding the University's Purpose and Core Values, please visit <https://www.arizona.edu/purpose-values>.

**3.3 Schedule of Events.** The following is the tentative schedule that will apply to this RFB, but may change in accordance with the University's needs.

01-12-2026 Issuance of RFB  
01-19-2026 Technical Questions/Inquiries due no later than 12:00 PM, MST  
02-09-2026 RFB is Due February 9, 2026, no later than 2:00 PM, MST

**3.4 Pre-Bid Conference.** Not Applicable.

**3.5 Pre-Bid Site Visit.** Not Applicable.

**3.6 Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFB need, or have questions about the University's accommodations for people with disabilities, please make arrangements with Georgia Burruel at telephone # 520-621-2107 or email: [georgiab@arizona.edu](mailto:georgiab@arizona.edu). Such requests should be made as early as possible to allow time to arrange the accommodation(s).

## **3.7 BID PREPARATION INSTRUCTIONS**

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

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

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

**3.7.4 Questions, Communications and Inquiries between the University and Vendors.**  
**All Vendor inquiries, questions and requests for clarification related to this RFB**

**are to be directed, in writing via email, ONLY** to the Buyer listed below. Once this RFB has been sent out, Vendors **are not to contact any University Department**, other than Procurement and Contracting Services, concerning this RFB, **or risk disqualification (see Section 3.7.1 above)**:

Attn: Georgia Burriel  
Telephone No. 520-621-2107  
Email Address: georgiab@arizona.edu

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

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

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

- Questions concerning this RFB must be submitted in writing, and be received **no later than January 19, 2026 at 12:00 PM MST**.
- Errors and omissions in this RFB and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFB. Vendors shall recommend to the University any enhancements in respect to this RFB, which might be in the University's best interests. These must be submitted in writing, and be received **no later than January 19, 2026 at 12:00 PM MST**.
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than January 19, 2026 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 RFB.
- Addenda to this RFB.

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

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

**All addenda will be posted to our web site only:**

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

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

- **The University will not respond to any questions / requests for clarification that require addenda, if received by the University after January 19, 2026 at 12:00 PM MST.**

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

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

<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 RFB.**

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

**3.7.8 Attention to Terms and Conditions.** Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions

section of this RFB. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFB are intended to be incorporated into this agreement. **Bids that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**

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

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

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

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

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

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

**3.7.14 Bid Bond.** Not Applicable.

**3.7.15 Performance and / or Payment Bonds.** Not Applicable.

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

### **3.8 BID SUBMISSION AND SUBSEQUENT ACTION**

**Bids must be received by the date / time and uploaded to the University's secure box no later than **February 9, 2026 at 2:00 PM MST**.**

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

Bids must be **uploaded** to:

**Box Secure Upload:**

**<https://arizona.app.box.com/f/129546518851433ea892a8bfecc93eb6>**

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

**RFB\_VendorName\_Response**

**no later than February 9, 2026 at 2:00 PM MST.** The University shall, at the specified Due date and time, accept all Bids 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, other than pricing, contained in any Bid until after formal notice of award and execution of any contract resulting from this RFB.** When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. **The University will hold unopened any Bids received after the Due date and time, and will not consider such Bids.** The University reserves the right to retain or dispose of such Bids at its discretion; however, the University may return such Bids to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

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

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

**3.8.2 Withdrawal of RFB.** Vendors may withdraw their Bids any time prior to the RFB Due date and time. Vendors may request to withdraw their Bids after the RFB Due date and any time prior to selection and notice of award. The University shall have sole

authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFB's to such vendors.

**3.8.3 University's Right to Use Vendor's Ideas / Proprietary Information.** If the vendor needs to submit proprietary information with the bid, the vendor **shall ensure that it is enclosed in a separate redacted file from the bid 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 RFB, 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 bid documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **At no time will the entire bid be considered proprietary and be kept confidential. If the entire bid is marked as confidential and/or proprietary and no redacted copy is sent, the University will not consider any part of the proposal confidential.**

## **3.9 EVALUATION PROCESS AND AWARD**

**3.9.1 Contractual Intent / Right to Terminate and Recommence RFB Process.** The University intends to contract with one or more vendors whose Bid(s) are considered to be in the best interests of the University. However, the University may terminate this RFB process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFB processes seeking the same or similar products or services covered hereunder.

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

**3.9.3 Bid Acceptance/Rejection.** The University reserves the right to reject any or all Bids. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any Bid that the University

deems not to be in its best interests. The University shall reject Bids submitted after the Due date and time.

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

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

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

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

**3.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFB.

**3.9.8 Method of Award.** Each response to this RFB will be reviewed for its overall competence, compliance, format, and organization. Bids which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with [Section 3.7.10](#) of this RFB. The award shall be made to the responsive and responsible vendor whose Bid is determined to be the most advantageous to the University of Arizona. **The contract will consist of the University's RFB, the Bid with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.**

**3.9.8.1 Tied Low Bids.** In the event of a tie involving two or more low bids, the Vendors submitting the low bids will be given a chance to submit revised bids. The award will be made to the responsive and responsible Vendor submitting the revised low bid. In the event there are still two or more tied bids the Buyer

will conduct a drawing, in the presence of two witnesses, to determine the winning bid. The award will be made to the low responsive and responsible Vendor whose name is drawn. The process will be documented and made a part of the Bid file. This procedure will be used whether the solicitation is an Informal Request for Bids or a formal Sealed Request for Bids.

**3.9.9 Selection, Negotiation, Additional Information.** The University reserves the right to request additional information or clarification on any matter included in the Bid, it also reserves the right to select the most responsive and responsible vendor or vendors without further discussion, or prior notice.

**3.9.10 Notification of Non-selection.** The University reserves the right not to notify vendors whose RFB responses are not selected for further consideration or notice of award. If the University decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's Bid. Once the award has been finalized, a notice of award may be posted on our [website](#).

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

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

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

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted Bid and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the Bid and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal

remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

## **4.0 AGREEMENT TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

Services provided include, but are not limited to:

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

Products include, but are not limited to:

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

**4.4 Conflict of Interest.** Pursuant to the provisions of Arizona Revised Statute § 38-511, the Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

**4.5 Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

**4.6 Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

**4.7 Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFB. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the

University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**4.8 Inspection and Audit.** Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.

**4.9 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

**4.10 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

**4.11 Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

**4.12 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.

**4.13 Prohibited Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

**4.14 Small Business Utilization Program.** The University is committed to its [Small Business Utilization Program](#) and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.

**4.15 Smoking and Tobacco Policy.** This policy applies to the University of Arizona main campus in Tucson, the Arizona Health Sciences Center, the Phoenix Biomedical Center, the College of Applied Science and Technology (UA South) and all University vehicles. This policy applies to University students, faculty, employees, contractors, volunteers, and visitors on its campuses and in its vehicles. To view the complete policy, click on <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 Safety Standards.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following guidance provided by OSHA, available at the following link <https://www.osha.gov/coronavirus/safework>. In addition, Contractor, Contractor employees, and/or subcontractors who will be performing work in University of Arizona locations, indoor or outdoor, must review and abide by the mask requirements listed at: <https://covid19.arizona.edu/reentry-plan/return-workspaces/face-coverings>.

**4.18 No Boycott of Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

**4.19 Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

**4.20 Travel.** If authorized as part of any resulting contract, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with University Financial Policy 9.12 Independent Contractors, [https://policy.fso.arizona.edu/fsm/900/912\\_items\\_33-42](https://policy.fso.arizona.edu/fsm/900/912_items_33-42). Each request for reimbursement shall be itemized and accompanied by copies of original receipts. If applicable, reimbursements for airfare shall be for standard airline coach travel only. If applicable, reimbursement for auto travel and per diem shall be made at the rate permitted for State of Arizona employees. Note that the purchase of alcohol shall not be permitted as a reimbursable expense under this Contract. Vendor will submit all receipts and any required backup documentation to the University within 90 days after the applicable expenses were incurred. The University will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.

**4.21 No Forced Labor of Ethnic Uyghurs.** To the extent required by A.R.S. § 35-394, Supplier certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the term of the agreement that it is not in compliance with this written

certification, it shall notify the University within five (5) business days of becoming aware of the noncompliance.

**4.22 Use of University of Arizona Logos by Outside Entities.** The Arizona Board of Regents on behalf of the University of Arizona has registered the names, logos and trademarks of the University with the Patent and Trademark Office of the United States. The use of the University of Arizona logos, trademarked words and images is regulated by the University of Arizona's Office of Trademarks & Licensing. Companies that desire to enter into corporate sponsorships or co-branded relationships with the University of Arizona must receive approval from University Marketing and Communications before using University of Arizona logos. In any other instance, no outside organization is allowed to use the University of Arizona logo, trademarked words or images without the express written consent of University of Arizona's Office of Trademarks & Licensing in each instance.

**4.23 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.

**4.24 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.

**4.25 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.

**4.26 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.

**4.27 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent. Neither the Supplier / Contractor nor the University shall be liable for failure to perform if such failure is caused by or due to acts on regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier / Contractor or the University. Neither party shall be under any further obligation to the other.

**4.28 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 or 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.

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.

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 Bids belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this Bid belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of

this Bid is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.

- 4.31 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 Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.
- 4.34 No Waiver of Right by the University.** No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
- 4.35 Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact [Parking and Transportation Services](#) located at 1117 E. Sixth St., Tucson, AZ 85721-0181.
- 4.36 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 Performance and / or Payment Bonds.** Not Applicable.
- 4.38 Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- 4.39 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFB; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.40 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFB for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the

University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

**4.41 Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.

**4.42 Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

**4.43 Right of Inspection.** University shall have the right to inspect the goods at delivery before accepting them.

**4.44 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.

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

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

**4.47 Termination**

**4.47.1 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.

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

**4.47.3 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 and/or 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.

**4.47.4 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.

**4.47.5 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.

**4.47.6 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.

**4.47.7 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.

**4.47.8 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.

**4.48 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.

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

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

**4.51 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.

**4.52 PCI DSS AND PABP COMPLIANCE.** Contractor acknowledges, warrants, and will maintain all applicable PCI DSS requirements to the extent the service provider handles, has access to, or otherwise stores, processes, transmits or provides the service that controls or could impact the security of the cardholder data.

Furthermore, Contractor must certify at time of contract/agreement to be in compliance and continue to meet all applicable requirements by providing validation either by appearing on the VISA Global Registry of Service Providers (CISP), Payment Card Industry Security Standards Council Validated Payment Applications list (if applicable), or provide a completed and signed Attestation of Compliance (AOC) signed by a PCI approved Quality Security Assessor (QSA). Any change in Contractor's certification requires prompt (within thirty (30) days) written notification to the University of Arizona.

Furthermore, Contractor agrees to provide to the University of Arizona upon request, any supporting compliance documentation such as but not limited to Approved Scan Vendor (ASV) Attestation of Compliance (AOC), external scan results, penetration testing results, and/or a

completed Service Provider Self Assessment Questionnaire (SAQ) D (if not completing a third-party assessment).

Contractor agrees to indemnify the University of Arizona for any breach of its cardholder data attributed to the application, system, or Contractor controlled interface to CHD or service provided by the Contractor. Contractor agrees to notify the University of Arizona authorized representative within 24 hours in the event of unauthorized release of cardholder data

Contractor must provide written documentation, which outlines the specific PCI DSS compliance responsibilities of both the Contractor and the University of Arizona.

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

**5.1 Term of Agreement.** The term of the award resulting from this RFP will be for one (1) year from the date of the award contract with the option to renew for four (4) additional one (1) year periods upon mutual agreement of both parties.

### **5.2 Scope of Work, Specifications, Technical Requirements**

#### **5.2.1 Liquid Nitrogen Requirements**

- 5.2.1.1 **Purity.** The liquid nitrogen shall be oil free, 99.998% Minimum purity or better, pure technical grade
- 5.2.1.2 Liquid Nitrogen test report must be furnished along with each delivery of liquid Nitrogen showing the current purity of delivered liquid Nitrogen
- 5.2.1.3 The estimated annual usage is approximately 18-19 million standard cubic feet (SCF). This usage is based on past history and cannot be interpreted as actual quantities that may be purchased during the award period.
- 5.2.1.4 CRYO, NFC, and ASI require telemetry. The Successful Vendor will provide and install the telemetry at no initial cost and no monthly cost to CRYO, NFC, and ASI. The Successful Vendor will remove the telemetry at no cost to CRYO, NFC, and ASI when the contract ends.

#### **5.2.2 Product Delivery Requirements**

##### **5.2.2.1 Locations**

5.2.2.1.1 **CRYO.** Cryogenics & Gas Facility's 9,000 gallon storage tank located in a secured enclosure at 1118 E 4th Street. Passcode will be provided to Successful Vendor.

5.2.2.1.1.1 For deliveries made during non-business hours (3PM to 7AM), please provide 24-hour email notice to ensure access to tank is not blocked.

5.2.2.1.1.2 NFC - NanoFabrication Center's 1,500-gallon storage tank located at in a secured enclosure 1230 E Speedway Boulevard. Passcode will be provided to Successful Vendor.

5.2.2.1.2 **ASI.** Arizona Space Institute's 15,000 gallon storage tank located at in an secured enclosure 1420 E Helen Street. Passcode will be provided to Successful Vendor.

5.2.2.2 **Hours.** Delivery will occur during all hours Monday to Sunday, and all holidays that are observed by the University. Please detail your ability to deliver the liquid nitrogen during these hours to these locations.

5.2.2.3 **Using telemetry.** Schedule a delivery within three (3) business days when:

- CRYO tank is at 150 inches.
- NFC tank is a third full. NFC tank is also filled when Cryo tank is filled.
- ASI tank is a third full.

5.2.2.4 **Ordering via Phone call.** Emergency delivery of the liquid nitrogen must be completed within 24 hours after the order is telephoned into the successful vendor's supply service center. Failure to deliver product within the times required will constitute a breach of the award. Please detail your ability to meet this standard delivery time for each location. Please include where the product will be shipped from and your backup plan for product shortages, equipment failures, or employee shortages.

5.2.2.5 **Notification.** Provide email notification confirming delivery date once delivery date is confirmed. Please detail your ability to meet this request.

- CRYO – [fran@arizona.edu](mailto:fran@arizona.edu)
- NFC – [book@arizona.edu](mailto:book@arizona.edu)
- ASI – [markmmm@arizona.edu](mailto:markmmm@arizona.edu)

**5.2.3 Product shortages.** The University requires a two week prior notification of any foreseeable product shortages and any related changes to the contract pricing. Do you agree to notify, in writing, Purchasing, the Cryogenics & Gas Facility, Nano Fabrication Center, and Arizona Space Institute, at the first indication that product shortage is possible, along with possible solutions to the shortage?

**5.2.4 Repair/Maintenance.** Please state whether or not you can provide repair/maintenance on the University owned 9,000 gallon, 1,500 gallon, and 15,000 gallon storage tanks on an as-needed basis.

### 5.3 Safety.

**5.3.1** Provide a copy of your safety records with DOT and OSHA (including the injury and illness incidence rates) for the last five (5) years.

**5.3.2** Provide the details of all OSHA or DOT citations that have been received in the last five (5) years.

**5.3.3** Provide your DOT number.

**5.4 Detailed Pricing.** The following process are to be stated as FOB destination, and be inclusive of all other costs with the exception of the applicable taxes.

**5.4.1** The delivered price for the above described liquid nitrogen is \$ \_\_\_\_\_ per one (1) hundred standard cubic feet (HCF).

**5.4.2** The price for maintenance and/or repair services, to include labor only, is \$ \_\_\_\_\_ per hour.

**5.4.3** The price for parts for maintenance/repair services: \$ \_\_\_\_\_.

**5.4.4** Tax rate, if tax exemption certificate is not provided. \_\_\_\_\_ %

**5.4.5** Price increase. Prices are to remain firm for a minimum period of one (1) year after the award of this RFP. Price increases may be considered after that date, but only one (1) time per year, after the anniversary date of the award, for the duration of the contract period. The successful vendor must notify Purchasing, the Cryogenics & Gas Facility, Nano Fabrication Center, and Arizona Space Institute, in writing, at least thirty (30) days prior to any increase of price and must include documentation detailing the reason for the increase. Price decreases will be accepted at any time during the contract period.

5.4.5.1 CRYO and NFC Business office contact: Jing Jiang, [corebusiness@arizona.edu](mailto:corebusiness@arizona.edu), PO BOX 210240, Tucson, AZ 85721

5.4.5.2 ASI Contact: Mark Matusko [markmmm@arizona.edu](mailto:markmmm@arizona.edu) and Julie Zakari [izakari@arizona.edu](mailto:izakari@arizona.edu)

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

Will you accept payment via credit card? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you offer an early payment discount? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

**5.6 References.** Vendor to provide **two (2) customer** references, from comparable institutions for similar products or services specified in this RFB, including the company names, contact names, telephone numbers and emails of the contact persons.

## **6.0 CERTIFICATIONS AND FORMS** (Vendor to complete and return with Bid)

### **6.1 Certification of Bid**

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

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

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

This Bid is submitted in response to Request for Bids # L292602 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that \_\_\_\_\_

(Vendor Name), located at \_\_\_\_\_ (address), agrees

to be bound by the content of this Bid and agrees to comply with the terms, conditions and provisions of the referenced Request for Bids (RFB) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFB. The Bid shall remain in effect for a period of ninety- (90) calendar days as of the Due Date for responses to the RFB.

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

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

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

In accordance with [Purchasing Policy 4.3](#) – Small Business Utilization Program, the undersigned further certifies that their firm (check one)  IS **or**  IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The Undersigned further certifies that your business (check the appropriate areas)  does **or**  does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:  Small Business  Small Disadvantaged

Small Business Women-Owned  Women-Owned Disadvantaged  Veteran owned  HUB Zone  
 Disabled Veteran Owned  Alaska Native Corp.  Historically Black Colleges and Universities and Minority Institutions.

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

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

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

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

Signature: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_

Facsimile #: \_\_\_\_\_

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