



REQUEST FOR PROPOSAL
RFP No.: S342603

Heat Pipe Solutions
Widefield Context Camera- Thermal Management System

ISSUED BY:
Supply Chain Services

FOR:
Astronomy and Steward Observatory

Issued by:
Rocio Torres Sourcing Manager
Email: rociotorres@arizona.edu

PROPOSALS ARE DUE IN THE UNIVERSITY PORTAL SHOWN BELOW NO LATER THAN:

Wednesday, August 5, 2026, by 2:30 PM MST

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NOTE: A public opening of responses will not be conducted for this RFP.

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Section 1 – Introduction

1.1. Summary

The Arizona Board of Regents (ABOR), and Center for Astronomical Adaptive Optics (CAAO) on behalf of the University of Arizona, is soliciting proposals from qualified vendors to produce and provide a passive thermal management system that will be utilized to effectively cool the Widefield Context Camera (WCC) assembly.

1.2. Background & Special Circumstances

Founded in 1885, the University of Arizona (U of A) is a premier public, land-grant research university in Tucson, Arizona. Known as the state's oldest university, it was established before Arizona achieved statehood. The institution is recognized for high-impact research, including space exploration, tree-ring research, and two medical schools.

The University of Arizona's main campus covers approximately 380–400 acres in central Tucson. Founded in 1885, it was the first university in the Arizona Territory, with its first building, Old Main, completed in 1891 on a 40-acre plot. It has grown into a major research-focused, land-grant institution with over 200 buildings. The University of Arizona is also well-regarded for its top-rated financial aid and robust campus life, contributing to its designation as a "Best Value University" by The Princeton Review.

Steward Observatory is both the century-old observatory on the campus of the University of Arizona and the name of one of the oldest research units of the University. Founded in 1918 through the generosity of Lavinia Steward and the efforts of Andrew Ellicott Douglass, the students, staff, and faculty of Steward Observatory explore the Universe together and share what we learn with the world through the production of scholarship and our educational and outreach efforts.

We are fortunate to have over 180 staff, technicians, and engineers working to develop and operate our world-class research facilities, labs, and observatories. These research capabilities are available to all of our students, post-docs, and faculty.

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

Section 2 – Notice to Proposers

2.1. Submittal Deadline

University will accept proposals until 2:30PM Mountain Standard Time (MST) on **Wednesday August 5, 2026 (submittal Deadline)**.

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2.2. 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.

2.3. Sole Point of Contact

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications to the sole point of contact below and delivered (i) in accordance with this section on or before the Questions Due Date listed on the Tentative Schedule of Events section 2.12 (ii) via the University's Procurement Portal: GEP (Quantum).

Rocio Torres

Sourcing Manager

Email Address: rociotorres@arizona.edu

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

Respondents to this RFP or people acting on their behalf shall not contact any University employee, officer, or agent; and/or any Board member; except in writing to the Sole Point of Contact, from the date of release of this RFP through the official award date. Violation of this provision may be grounds for rejecting a proposal response.

Note: *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*

2.4. Respondent's Need to Use Proprietary Rights of the University

All information proprietary to, and disclosed by, the University to any Respondent shall be held in confidence by the Respondent and shall be used only for purposes of the Respondent's performance under any contract resulting from this RFP.

2.5. Public Record

After the award and execution of a contract resulting from this RFP, all proposals submitted by Respondents become public records and may be available for review during the University's regular business hours. The University will, in good faith and to the extent permitted by law, honor information that is clearly and conspicuously designated as proprietary by the Respondent and determined to be proprietary. At no time shall an entire proposal be considered proprietary or confidential. The University shall not be liable for the disclosure of information that is not clearly and conspicuously labeled as proprietary, nor shall it be liable if it did not know, or could not reasonably have known, that such information was proprietary, Pricing and cost information shall not be considered proprietary or confidential

2.6. Certification

By signature on the "Proposal Certification" form included herein, the Respondent certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Respondent 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, Respondent certifies whether any employee of the University has, or has a relative who has, a substantial interest in any Agreement that may result from this RFP. Respondents also certify their status regarding 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. Respondent agrees to promote and offer to the University

only those services and/or materials as stated in and allowed for under resulting Agreement(s).

2.7. Determination of Qualifications

The University reserves the right to determine whether a Respondent has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from Respondents information it deems necessary to evaluate such Respondents' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any Respondent's proposal for which such information has been requested but which the Respondent has not provided.

2.8. Rejection of Respondent Counteroffers, Stipulations and Other Exceptions

Any Respondent exception, stipulation, counteroffer, 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.

2.9. 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 4 of this RFP. The award shall be given to the responsive and responsible Respondent whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration criteria for evaluation in *Section 4*.

2.10. Selection, Negotiation, Additional Information

Although the University reserves the right to negotiate with any Respondent(s) 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 Respondent without further discussion, negotiation, or prior notice. The University may presume that any proposal is a best-and-final offer.

2.11. Pre-Award Presentations and Advancement criteria

The University may determine a competitive range for short-list interviews/presentations. The competitive range shall consist of the solicitation responses that receive the highest scores or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. Cutoff for the Competitive Range may be based on the top scores for a specific number of responses or based on a "natural break"." Reasoned judgment will establish the "natural break"; solicitation responses below the cutoff cannot be made successful through clarification and negotiations.

2.12. Tentative Schedule of Events

The following is the anticipated solicitation schedule including a brief description of milestone dates:

Solicitation Milestone	Proposed Date
RFP Issued	Wednesday, July 22, 2026
Deadline for Supplier Questions	Wednesday, July 29, 2026, by 2:00 PM MST
Answers to Supplier Questions (estimated)	Friday, July 31, 2026, by EOB
RFP Response Submittal Deadline	Wednesday, August 5, 2026, by 2:30 PM MST

NOTE: The University reserves the right to revise this schedule. Any such revision will be communicated by the issuance of an addendum to the RFP and posted in the University procurement portal (GEP/Quantum) for your convenience.

Section 3 – Specifications and Scope of Work

3.1. General

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. Contractor means the successful Proposer or Respondent to requirements in Section 3 - Specifications and Scope of Work

3.2. Contract Term

The resulting agreement may be established for the full duration of the project, for a fixed contractual term, or through the issuance of individual Purchase Orders (POs), as determined by the University business requirements and specified in the final award documentation.

3.3. Scope of Work, Specifications, Technical Requirements

The University of Arizona (UA) The system is expected to be comprised of a heat spreader plate, three (3) heat pipes, and a thermal interface plate with the design pending UA and supplier negotiation. The system shall comply with the heat pipe mechanical and thermal performance requirements as defined herein.

3.3.1. Please refer to Exhibit 1 for the scope of work, deliverables, and specifications

Section 4 – Proposal Instructions and Response Requirements

4.1 All proposals are subject to the conditions specified herein. The University, in its sole discretion, may reject a Proposal as non-responsive if Respondent fails to follow these instructions and requirements.

4.1.1 The University will accept all proposals received by the specified due date and time that are otherwise compliant.

4.1.2 University will not provide compensation to Respondent(s) for any expenses incurred by the Respondent(s) for response preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondent(s) submit responses at their own risk and expense.

4.1.3 Each response should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this solicitation. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of University needs.

4.1.4 All Attachments noted are to be properly completed and submitted with response. Signature by an authorized officer of Respondent must appear on the **CERTIFICATION OF PROPOSAL** (ref. **ATTACHMENT ONE**) and **LEGALS WORKERS CERTIFICATION** (ref. **ATTACHMENT TWO**) of the submitted electronic copy of the response.

4.1.5 Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

4.2 Proposal Response and Organization

- 4.2.1** Response must be signed by Respondent's company official(s) authorized to commit such response. Failure to sign and return these forms may subject your response to disqualification.
- 4.2.2** Response to this solicitation must include a response to the requirements set forth in GEP (Quantum).
- 4.2.3** The University reserves the right, without prior notice and without liability, to reject any proposal that it deems overly complex, disorganized, or difficult to evaluate. Such determination shall be made in the University's sole discretion and without form, or consultation with, any other party.
- 4.2.4** Responses must be submitted to the University via the official University procurement portal (GEP/Quantum) noted in the solicitation prior to the due date. Electronic response files should clearly indicate the company name on the file. Respondents shall upload files individually and not upload folders.
- 4.2.5** Respondent must submit all material identified in the proposal response requirements electronically as individual and separate documents. The responses will be timed, dated, and secured for the solicitation opening. Responses are held until the submission date. Any Response received after the specified time and date noted on the project details page will not be considered under any circumstance.
- 4.2.6** University shall not be responsible for failure of electronic equipment or operator error. Late or otherwise non-responsive responses will not be considered.

4.3 Criteria for Evaluation

4.3.1 Executive Summary

The executive summary shall not exceed 1 page in length, summarizing key points in the response, and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation, corporate charter number), number and location of offices, location of company headquarters/main office, total number of employees' company-wide, and principal lines of business.

4.4 Respondents' Experience, Expertise, and Capability (25%)

This section should describe the qualifications and experience of the Respondent and your ability to provide the services described in this solicitation.

- 4.4.1** Describe your firm's core business lines. What percentage of your business is dedicated to aerospace, space, or scientific-instrument thermal hardware versus other markets (e.g., terrestrial electronics cooling)?
- 4.4.2** State your current production capacity and backlog. Can your facility accommodate this project's schedule without displacing existing commitments?
- 4.4.3** Describe your quality management system and any relevant certifications held (e.g., AS9100, ISO 9001, ISO 13485, NASA workmanship standards NASA-STD-8739 series, or equivalent)
- 4.4.4** Identify the key personnel (e.g., program manager, lead thermal engineer, quality engineer) who would be assigned to this project. For each, provide:

- Role and responsibilities on this project
- Relevant experience (years, prior heat pipe/thermal hardware projects)
- Percentage of time to be committed to this project
- Physical office/work location
- Provide a list of similar accounts where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the account and length of time on the account.

4.4.4.1 Describe a past project similar size and complexity herein that did not go as planned (e.g., missed schedule, failed qualification test, performance shortfall). What was the root cause, and what corrective actions has your firm implemented to prevent recurrence?

4.4.4.2 Provide a list of any contracts completed, terminated, or not renewed (when renewal was available) within the past three (3) years, with a brief explanation of the circumstances.

4.4.4.3 Provide a list of any work that Respondent may have completed for the University of Arizona, Arizona State University (ASU) and Northern Arizona University (NAU) or any other college administered by the University of Arizona in the past 3 years, including a detailed description of the work effort and performance. Specify if the work was completed as a contractor directly with University or as a subcontractor under an engagement.

4.5 Respondents' Technical Approach and Delivery Schedule (35%)

This section should describe the Respondent's proposed technical approach and methodology for delivering the services required under this solicitation. The University should be able to clearly understand the scope, level, and approach the services will be performed. The proposal must include a detailed explanation of the methods, processes, and tools the Respondent will use to ensure the services meet the requirements of this solicitation.

4.5.1 Respondent shall respond to all requirements and questions noted in *Section 3 - Specifications and Scope of Work*

4.5.2 Respondent must provide an overall planning approach and methodology overview which consists of a detailed and comprehensive description of the services/products requested in response to this solicitation.

4.5.3 Respondents should provide a comprehensive timeline for the delivery of services/products.

4.6 Account Management and Customer Support (10%)

4.6.1 Please describe your vision for a mutually successful engagement and relationship with the University.

4.6.2 Respondent will provide a list of any additional services or benefits not otherwise identified in this solicitation that Respondent would propose to provide to University. Additionally, services or benefits must be directly related to the goods and services solicited under this solicitation.

4.6.3 Describe your experience generating the documentation package typically required including/not limited to:

4.6.3.1 Analysis reports

4.6.3.2 Test reports

4.6.3.3 Quality assurance / assembly documentation and material certifications

4.6.3.4 Material Identification and Usage Lists (traceability)

4.6.4 Does Respondent have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Respondent will provide a copy of the plan.

4.7 Respondent's Response requirements

4.7.1 Complete responses to the **Company General Information Questionnaire** under the Procurement Portal (GEP/Quantum).

4.7.2 Signed and Completed **ATTACHMENT 1 –CERTIFICATION OF PROPOSAL**

4.7.3 Signed and Completed **ATTACHMENT 2 - LEGALS WORKERS CERTIFICATION**

4.7.4 For your review only **ATTACHMENT 3 – TERMS AND CONDITIONS** - (please include all omissions or deviations, if applicable).

4.7.5 Price Proposal - This section shall be completed under the **"Price Sheets" section** within the university's procurement platform, GEP/Quantum. Please refer to *Section 5* for details.

Section 5 – Price Response

5.1 Price Proposal/Cost (30%)

Respondents must provide a comprehensive price proposal for the deliverables described in the Scope of Work (Section 3). At a minimum, the pricing proposal must include:

A. Pricing Conditions

1. All pricing must be inclusive of all anticipated costs necessary to fulfill the requirements outlined in this solicitation, unless explicitly identified as optional.
2. Any costs not clearly identified in the proposal may not be accepted by the University.
3. The University will evaluate pricing based on overall value, including reasonableness, transparency, and alignment with technical requirements.

B. Cost Assumptions and Validity

1. Clearly state all assumptions used in developing pricing
2. Include pricing validity period (e.g., 90–180 days)

Please provide your response in the Pricing Sheets within GEP/Quantum (procurement platform). If applicable, include any supporting documentation necessary to validate your pricing submission and upload it along with your proposal.

Balance of page intentionally left in blank

PRICING SUMMARY BY DELIVERABLE (SOW Table 1)

Line Item	Deliverable Description	Qty	Extended Price (\$)
01	Analysis: Proof of Concept Validation	0	
02	Qualification Test (1-g Performance) + Test Plans	0	
03	Design: Heat Pipe Prescription @ 0-g Performance	0	
04	Supporting CAD Model(s), Universal File Format	0	
05	Delivered Hardware Units	0	
06	All Analyses Reports	0	
07	All Applicable Test Reports	0	
08	QA Documentation, Certs, Material ID/Usage List	0	
	SUBTOTAL (Deliverables)		
	Additional costs/mark ups		-
	TOTAL FIRM FIXED PRICE (Base Schedule)		-
Expedite Schedule	Delivery Schedule (weeks ARO)	Expedite Fee (\$)	Total Price (\$)
Delivery fees		-	-

Section 6 – General Information

6.1 In responding to this RFP, the Respondent 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 Respondent who demonstrates less than such understanding. Respondent will provide Services in accordance with all applicable law regulations, and professional standards.

6.2 Reservation of Rights

The University reserves the right to determine, in its sole discretion and without liability to:

6.2.1 Determine whether the Respondent has demonstrated understanding of the RFP requirements.

6.2.2 To extend, cancel or amend this RFP at any time.

6.2.3 Make single, multiple or no award for the services described herein and as deemed in its own best interest.

6.2.4 Determine that any proposal is a final proposal revision (otherwise known as a “Best-and-Final Offer”). Or else, to request a “Best and Final Offer” at any time.

6.2.5 The University is the sole owner of all data and information contained within the RFP document and accompanying attachments. Respondents shall use this information exclusively to prepare a proposal. Respondents should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process.

6.2.6 All proposals and related information submitted shall become the property of the University and will not be returned. Such materials may be subject to disclosure pursuant to the Freedom of Information Act, Arizona Public Records Law, or other applicable laws of the State of Arizona. Accordingly, proposals may be released to sister universities (see Section 2.2), without prior notice to Respondent(s), as required to comply with applicable legal obligations.

6.3 Commitment

Respondent understands and agrees that this RFP and any resulting Agreement is predicated on anticipated requirements for the materials or services described herein and that University has made no representation, guarantee, or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further Respondent recognizes and understands that any cost borne by the Respondent, which arises from Respondent's performance under any resulting agreement, shall be at the sole risk and responsibility of Respondent. Attention to Terms and Conditions.

Respondent must comply with the requirements and specifications contained in this RFP, including the Terms and Conditions (ref. Attachment 3). If there is a conflict among the provisions in this RFP, the provision requiring Respondent to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence: 1) University Terms and Conditions, 2) University referenced solicitation including all amendments issued by University, 3) the RFP response as accepted and awarded by University.

Respondent may offer for University's consideration alternate provisions to the Terms and Conditions. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable.

Respondent's exceptions will be reviewed by University and may result in disqualification of Respondent's response as non-responsive to this RFP. If Respondent's exceptions do not result in disqualification of Respondent's response, then University may consider Respondent's exceptions when University evaluates the Respondent's response.

Respondents' silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

6.4 Required Signatures

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

6.5 Collusion Prohibited

In connection with this RFP, Respondent collusion with other Respondents or employees thereof, or with any employee of the University, is prohibited and may result in Respondent disqualification and/or cancellation of award.

Any attempt by the Respondent, whether successful or not, to subvert or skirt the principles of open and fair competition may result in Respondent disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

6.6 Improper Business Relationships / Conflict of Interest Prohibited

In connection with this RFP, each Respondent shall ensure that no improper, unethical, or illegal relationships or conflict of interest exist between or among the Respondent, 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 Respondent disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

6.7 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.

6.8 Withdrawal or Modification

No response may be changed, amended, modified or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a response may be withdrawn and resubmitted any time prior to the proposal due date and time. No response may be withdrawn after the submittal deadline without approval by University, which shall be based on Respondent's submittal, in writing, of a reason acceptable to University.

6.9 University's Right to Use Respondent's Ideas / Proprietary Information

If the Respondent must submit proprietary information with the proposal, the Respondent 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 Respondent may submit a full PDF for the committee and a redacted file for proprietary and confidential information.

6.10 Effective Period of Proposals

Under this RFP, the University shall hold that Respondents' responses to this RFP shall remain in effect for a period of one hundred and eighty (180) days following the Due date, in order to allow time for evaluation, approval, and award of the contract. Any Respondent 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.

6.11 Actions of Successful Respondent

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

6.12 Advertising

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

6.13 Americans with Disabilities Act and Rehabilitation Act

The Successful Respondent 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.

6.14 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 Respondents in this process. See information at <http://itaccessibility.arizona.edu/guidelines/purchasing/vpat>

6.15 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 Respondent claims regarding Section 508 conformance. To facilitate testing, the Respondent will, upon request, provide the University with access to the product being considered for purchase for a period of at least 30 calendar days.

6.16 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.

- a) 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.
- b) Products include, but are not limited to:
 - Office Equipment
 - Office And Classroom Furniture; and
 - Kiosks

6.17 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.

6.18 Drug Free Workplace

The Successful Respondent agrees that in the performance of the Agreement, neither the Successful Respondent nor any employee of the Successful Respondent 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 Respondent's Drug Free Workplace Policy. The Successful Respondent further agrees to insert a provision similar to this statement in all subcontracts for services required.

6.19 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.

6.20 Federal, State, and Local Taxes, Licenses and Permits

Successful Respondent 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 Respondent 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 Respondent shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Respondent shall, at no expense to the University, procure and keep all such permits and licenses in force during the entire period of the Agreement.

6.21 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.

6.22 Liens

Each Successful Respondent 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 Respondent.

6.23 Modifications

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

6.24 Non-Discrimination

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

6.25 Sales and Use Tax

The Successful Respondent agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Respondent 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 Respondent 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.

6.26 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 Respondents, 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. 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 Respondent will make every effort to use Small Businesses in the performance of the Agreement.

6.27 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 Respondent is expected to respect this tobacco free policy and fully comply with it.

6.28 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.

6.29 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.

6.30 No Forced Labor of Ethnic Uyghurs

To the extent required by [A.R.S. § 35-394](#), Successful Respondent 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 Respondent becomes aware during the term of the awarded agreement that it is not in compliance with this written certification, it shall notify U o A within five (5) business days of becoming aware of the non-compliance.

6.31 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/common-respiratory-illnesses/covid-19>. 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>

6.32 Arbitration

The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to [ARS § 12-133](#).

6.33 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. Respondent 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 Respondent for any expenses, invoices, or receipts for expenses received after that time.

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