REQUEST FOR PROPOSAL DEBT

COLLECTION SERVICES RFP

L192612

DUE: 2:00 P.M., MST, 07/16/2026

Deadline for Inquiries 12:00 P.M., MST, 07/16/2026

Time and Date Set for Closing 2:00 P.M., MST, 07/28/2026

RFP SECTION INDEX

EXHIBITS

1. INTRODUCTION

1.1. Universities' Background. University of Arizona (UA), Arizona State University (ASU) and Northern Arizona University (NAU), and will collectively be known as the "Universities." The Universities are fully accredited State of Arizona institutions of higher education. Additional information on the Universities is available at the following links:

1.1.1. UA specific: Additional information on UA may be accessed from the following link: https://uair.arizona.edu/content/overview.

1.1.2. ASU specific: Additional information on ASU may be accessed from: https://uoia.asu.edu/

1.1.3. NAU specific: Additional information on NAU may be accessed from: 1.1.1. https://in.nau.edu/institutional-research/quick-facts/

1.1.4.

1.2. Proposal Background

1.2.1. The Universities are requesting Proposals from qualified Vendors for Debt Collection Services. University of Arizona is the entity that is responsible for this RFP process, from its issuance to making the awards. In the following sections of this document, "University" will mean University of Arizona.

1.2.2. This RFP is part of a competitive negotiation process intended to allow the Universities to obtain goods and/or services as outlined herein in a manner that is most advantageous to the Universities. This RFP provides the Universities the flexibility to negotiate with Vendors, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Proposals will be considered public records and will be available for review, as allowed by Arizona law and the Code.

1.2.3. It is the Universities' intent to select the Proposal(s), which are most favorable to the Universities in all respects, including scope, availability of services, quality of services, reputation, and price. If not otherwise stated herein, multiple Awards may be made or an Award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of the Universities.

1.2.4. The initial Contract term will be for one (1) year, from date of award, with the possibility of four (4) successive one (1) year renewals, for a total term not to exceed five (5) years.

1.3. Coverage and Participation. Unless objection is submitted with the Proposal, it is the intent of the Universities that any Award resulting from the RFP be available for use by all departments of the Universities and any other Arizona University, along with any other educational institution or Governmental entities, to the extent allowed by Arizona law and the Code.

1.4. Communications. All questions or inquiries relating to this RFP must be directed to:

Celeste Kanzig cdkanzig@arizona.edu

2. DEFINITIONS

Capitalized terms shall have the meaning set forth in Board Policy 3-801.B, the exception of the following terms which shall have the meanings set forth below in this RFP.

2.1. "May" or "Should" indicates something that is not mandatory but permissible/desirable. If a Vendor fails to provide recommended information, the Universities may, at their sole option, ask Vendor to provide the information or evaluate the Proposal without the information.

2.2. "Must," "shall," "will" indicates a mandatory requirement. Failure to meet any mandatory requirements may result, in the Universities' sole discretion, in the rejection of your proposal.

2.3. "MST" means Mountain Standard Time, the time zone in which the Universities operate. Arizona does not observe Daylight Savings Time.

2.4. "Proprietary Information" means trade secrets and other proprietary or confidential information exempt from Arizona's Public Records Statute pursuant to A.R.S. § 15-1640(A). Contract terms and conditions, pricing, and information generally available to the public are not considered Proprietary Information under the Code (See Code § 3-801(D)(1)).

2.5. "RFP" refers to this request for proposal L192612.

2.6. "Successful Vendor" means any Vendor selected by the Universities to receive an Award as a result of this RFP and to enter into a Contract to provide the Universities with the products or services sought by this RFP.

3. INSTRUCTIONS TO PROPOSERS

3.1. General Requirements.

3.1.1. The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the Universities' requirements. Vendors should submit a fully detailed Proposal that adequately describes the advantages and benefits to the Universities. Vendors should provide a detailed response to each requirement in this RFP, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, each Vendor should indicate their ability to comply with and/or agreement to the requirements of this RFP. Vendors are encouraged to provide any additional information that is not specifically identified in this RFP that would assist the Universities in making their evaluations based upon the disclosed evaluation criteria.

3.1.2. Any Person submitting a Proposal shall be deemed to have read and understand all the terms, conditions and requirements in this RFP.

3.1.3. The Contracts, Purchasing and Risk Management department shall retain this RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Vendor's submission, is grounds for immediate disqualification.

3.1.4. Vendor agrees that the Universities will not pay for or be responsible for any cost or expense incurred by Vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP.

3.1.5. The Universities reserve the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, or to withhold the Award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. The Universities also reserve the right to hold all Proposals after the Opening date and the right to accept a Proposal not withdrawn before Opening.

3.1.6. Vendor may withdraw their Proposal any time prior to Opening. Vendor may request to withdraw their Proposal after Opening and any time prior to selection and notice of Award. The Universities shall have sole authority to grant or deny such a request. In the event the Universities grant such a request, it may withhold issuing future Requests for Proposals to such Vendor.

3.1.7. All Proposals and accompanying documentation will become the property of the Universities at the time the Proposals are opened. It will be the Vendor's responsibility to request that samples be returned to the Vendor and provide a method for doing so at the expense of the Vendor. If such a request is not received and a method of return is not provided, all samples shall become the property of the Universities forty-five (45) days from the date of Award and may be disposed of in the Universities' sole discretion.

3.1.8. Collusion with other Vendors or employees thereof, or with any employee of the Universities, is prohibited and may result in disqualification of the Vendor and/or cancellation of an Award. Any attempt by the Vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in disqualification of Vendor and/or cancellation of an Award.

3.1.9. Each Vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Vendor, the Universities, and any other party to this RFP. Without limiting the foregoing, Vendor shall refrain from offering or giving gratuities, in the form of entertainment, gifts or otherwise, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. The Universities reserve 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 an Award shall result.

3.1.10. If any Vendor or any of the Vendor's employees, agents, or other representatives participating in this RFP need, or have questions about the Universities' accommodations for people with disabilities, arrangements can be made by contacting Celeste Kanzig at cdkanzig@arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.1.11. The Universities shall have the right to use any ideas that are contained in any Proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the Proposal shall not affect the Universities' right of use. Provided, however, that the Universities will, in good faith, honor the proprietary and confidential nature of any Vendor information that is enclosed in a separate envelope from the Proposal and clearly designated and conspicuously labeled as set forth in

Section 7.5.9 of this RFP.

3.1.12. 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.

3.1.13. Vendor shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable in performing any work under this RFP.

3.1.14. The Universities are under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision of this RFP, regardless of whether such information is obtained from any office, agent, or employee of the Universities. Such information shall not affect the Vendor's risks or obligations under a Contract resulting from this RFP. Any Vendor exception, stipulation, counteroffer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the Universities and thereafter incorporated into any Contract resulting from this RFP.

3.2. Attention to Terms and Conditions. Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The Successful Vendor is expected to enter into the form of agreement approved by the Board, refer to Section 9. The Universities terms and conditions included in this RFP, are intended to be incorporated into the Contract. Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Proposals must state any exceptions taken to the mandatory terms and conditions in detail.

3.3. Project Resources.

3.3.1. The Successful Vendor shall be required to provide the personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The Universities reserves the right to review Vendor's staff assigned for relevant qualifications and experience.

3.3.2. Proposals shall include a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.

3.3.3. Vendor may be required to conduct relevant and appropriate background checks and fingerprinting according to the Universities' policies on all assigned employees and new hires to ensure that it does not assign any employee or agent to the Universities who may reasonably be considered to pose a threat to the safety or welfare of the Universities community or its property. Vendor will share background check information and other supporting documentation including disciplinary action for any employee, upon written request by the Universities.

3.3.3.1 NAU specific: Refer to: https://nau.edu/university-policy-library

3.3.3.2 ASU specific: Supplier will exclude from any direct participation in Supplier's performance under the Agreement, any unqualified persons. In addition, at the request of ASU, Supplier will, at Supplier's expense, conduct reference checks and employment, education, Social Security Number (SSN) trace, National Sex Offender Registry, and criminal history record checks (collectively, Screenings) on requested persons employed or contracted by Supplier to perform work under the Agreement. Supplier will maintain as part of the records Supplier is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Supplier will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

3.3.3.3 UA specific: Supplier will exclude from any direct participation in Supplier's performance under the Agreement, any unqualified persons. In addition, at the request of the University, Supplier will, at Supplier's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, "Screenings") on requested persons employed or contracted by Supplier to perform work under the Agreement. Supplier will maintain as part of the records Supplier is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Supplier will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations. The minimum Screening requirements are set forth at: https://hr.arizona.edu/supervisors/recruitment/background-checks and A.R.S. § 15-1649.

3.3.4. Vendor may subcontract installation, training, warranty, or maintenance service with prior Universities authorization. Proposal shall list and describe any subcontractor's qualifications and relevant experience and describe how Vendor guarantees subcontractor performance. The Successful Vendor shall remain solely responsible for the performance of a resulting Contract from this RFP. All Universities payments for goods and/or services shall be made directly to the Vendor.

3.3.5. The Universities reserve the right to inspect Vendor's facilities prior to Award or any time throughout the term of the Contract.

3.4. Small Businesses. The Universities are committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, Vendor (Tier 1) will make commercially reasonable efforts to use SB & SDB in the performance of any Contract resulting from this RFP. Proposals should include a description of the Vendor's efforts to solicit SB & SDB participation in providing the services.

3.5. Substitute Materials. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this RFP are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any Proposal and is included in order to advise on the Universities' needs. Any Proposal, which proposes like quality, design or performance, will be considered.

4. SCOPE OF WORK

The intent of this Request for Proposal is to award a Tri-University contract for Debt Collection Services for Northern Arizona University, Arizona State University, and University of Arizona. These services include the collection of unpaid general student debt and Universities long-term student loans.

The Arizona Board of Regents (ABOR), on behalf of the three (3) State Universities is soliciting proposals from interested Vendors to furnish Debt Collection Services of delinquent student loans and receivables that include Federal Perkins, Health Profession, Nursing, Loan for Disadvantaged Students (LDS), short and long-term institutional student loans, student receivables, and miscellaneous debts owed to the Universities.

4.1. Vendor(s) must comply with all federal laws and regulations regarding collection of federal student loans, to include but not limited to Title 34 of the Code of Federal Regulations, and must meet the applicable licensing requirements of all 50 states.

4.2. Services to be provided will include, but are not limited to the following:

4.2.1. "Pre-collections", consisting of the contact made by the Awarded Vendor(s), on behalf of the Universities, without the account actually being placed with the Awarded Vendor(s). The contact required will be at each University's discretion and will consist of a pre-collect letter mailed from the agency at no additional cost. All pre-collection activities to meet Federal and State collection regulations and can be withdrawn without penalty at the University's discretion.

4.2.2. "Collections" on first and second referrals on student loans from Federal (Perkins/Direct), Nursing Student Loan (NSL), Nursing Faculty Loan Program (NFLP), Health Professional Student Loan (HPSL), Loan for Disadvantaged Students (LDS), Primary Care Loan (PCL); any other Federal or State loan programs; litigation; judgment loans; along with general Accounts Receivable which are comprised of unpaid general student debt and each University's long-term loans. This would also include additional efforts for international collections. Collection services are when accounts actually being placed with an agency will be worked according to their normal business practice and the terms of this proposal.

4.2.2.1 Account placement with each Awarded Vendor will be determined based on performance and will be at each University's discretion.

4.3. Specifications/Technical Requirements.

Adhere to the following technical requirements.

4.3.1 Procedural Requirements.

4.3.1.1. The Universities will transmit accounts to the agency via secure on-line File Transfer Protocol (FTP).

4.3.1.1.1. The Awarded Vendor(s) will be sent an information sheet through FTP from billing services that will reflect the total outstanding balance, interest accrued to date, original balance, annual interest rate, collection fees, and last known address on long term loans. Copies of promissory notes and other pertinent documentation are available upon written request.

4.3.1.1.2. The general student account receivable electronic information will list name, social security number, student identification number up to ten (10) digits, description of debt, due date, past due amount, and last known address.

4.3.1.2. Ability for Universities to access and view accounts with Awarded Vendor(s) on-line.

4.3.1.2.1. If available, provide a sample login ID and password to view sample accounts and website features with Proposal.

4.3.1.3. Separate invoices or statements, account numbers, and reports are required for each loan program: Federal (Perkins/Direct), NSL, NFLP, HPSL, LDS, PCL, General Accounts Receivable and any other Federal or State loan programs. There must also be similar separate treatment for Perkins 1st Assignments, Perkins 2nd Assignments, Nursing 1st Assignments, Nursing 2nd Assignments and so forth. The Universities require separate invoicing for AR1 and AR2. The Universities will define program grouping to be assigned account numbers.

4.3.1.4. The Universities' loan billing service will provide Awarded Vendor(s) with a monthly report of all payments received by the loan billing service and by the Universities. The Universities should receive few direct payments since it is the policy of the Universities to refer all inquiries from debtors to the Awarded Vendor(s).

4.3.1.4.1. Awarded Vendor(s) to check monthly reports received from the loan billing servicer and the Universities, to compare outstanding balances, placements, direct pays and to correct any discrepancies or refer any questions to the Universities.

4.3.1.4.2. Awarded Vendor(s) shall prepare a monthly Gross Remittance Invoice/Statement for each loan program (see E.6.1.3. above).If a University elects to receive electronic payment, the Invoice/Statements and payment must be received before the fifth (5th) day of the month following when the payments were received by Awarded Vendor(s).

4.3.1.4.3. If a University elects to receive paper checks the Invoice/Statements and payment must be received before the tenth (10th) day of the month following when the payments were received by Awarded Vendor(s).

4.3.1.4.4. Any non-sufficient funds (NSF) check returns and adjustments shall be placed on a separate Invoice/Statement.

4.3.1.4.5. All adjustments to be made by the following month of request to insure prompt payment by the Universities.

4.3.1.5. Upon receipt of the Vendor's Invoice/Statement, the Universities will follow their normal Accounts Payable procedures and will pay all commissions due in a timely manner, by check, electronic, debit and/or credit card.

4.3.1.5.1. Vendor to provide description of all payment methods available.

4.3.1.6. Awarded Vendor(s) must have the ability to report General Accounts Receivable to national credit bureaus at no cost to the Universities.

4.3.1.7. Each University to determine method on how Non Sufficient Fund (NSF) check returns are processed.

4.3.1.8. The Universities reserve the right to Recall any account that has been satisfied by a Setoff of any refund or property held by the State of Arizona that was used to pay off the debtor's account. If the setoff is insufficient to clear the debtor's account, the Awarded Vendor(s) will be notified to reduce the debtor's balance accordingly. In either case, no fees will be paid to the Awarded Vendor(s) for the amount collected through setoffs.

4.3.1.9. The Universities reserve the right to Recall any account that has been cleared by a University adjustment of debt. No fees will be paid to the Awarded Vendor(s) for the amount credited to the account by the department. The Awarded Vendor(s) will be notified of such adjustments.

4.3.1.10. All commission and/or fee amounts will meet State and Federal regulations. If a State's commission/fee structure is different than the stated commission/fee in this RFP, the Universities will not be responsible for the difference.

4.3.1.11. Within thirty (30) business days after referral, the Awarded Vendor(s) shall return an account on which the placed dollar amount and accrued interest is paid in full with no collection fees due.

4.3.2. Required Services.

4.3.2.1. Awarded Vendor(s) will accept accounts on a referral basis with ownership of all interests in the account remaining at all times with the Universities.

4.3.2.2. Collection activities performed by the Awarded Vendor(s) shall be in accordance with all acceptable and legal collection practices. No compromise settlements will be made without written authorization from the Universities.

4.3.2.3. Awarded Vendor(s) must have the ability to provide an attorney letter at a flat rate per borrower.

4.3.2.3.1. Provide the flat rate per borrower with Proposal.

4.3.2.4. Notify the Universities immediately and return accounts when notice is received regarding bankruptcy, along with a copy of the bankruptcy notice.

4.3.2.5. Deferments and/or cancellations on federal loans will be forwarded to the Universities for processing at its discretion. Commissions/fees will not be paid on amounts reduced because of deferment or cancellation.

4.3.2.6. Return accounts to the Universities at any time, as requested by the Universities, without the paying of commissions/fees on any amount not yet collected by the Awarded Vendor(s).

4.3.2.7. Return all un-collectable accounts without payment activity for a period not to exceed twelve (12) months unless legal action has

been initiated. The amount of time to return uncollected accounts without payment is at the Universities discretion.

4.3.2.7.1. For Perkins Cohort accounts, all un-collectable accounts without payment for six (6) months will be returned. Submit a summary that meets the federal due diligence requirements of the Awarded Vendor's efforts with each loan account returned, such that Federal Perkins loan accounts can, at the option of the Universities, be assigned to the Department of Education.

4.3.2.8. Flag annual Federal Perkins Cohort accounts in Awarded Vendor's system and handle as priority accounts.

4.3.2.9. Awarded Vendor(s) will designate a specific customer service representative to act as liaison and contact to place accounts, FTP processing, account adjustments, debt validation/disputes, and borrower complaints.

4.3.3. Required Reports.

Awarded Vendor(s) are required to provide the following reports by account referral group, in alphabetical order. Reports must be available in both a PDF and Excel format. All monthly reports must be as of the end of the month unless otherwise noted. Provide a sample format for the following reports with Offer:

4.3.3.1. Placements acknowledgment report with name, account number, and amount referred and date received by Awarded Vendor(s).

4.3.3.2. Monthly collection invoice with account number, name, amount collected, commission and balance, and whether collected amount was paid to the Awarded Vendor(s) or to the Universities.

4.3.3.3. Monthly cancel and return report with account number, name, amount canceled, placement date, date of last payment and reason for return.

4.3.3.4. Monthly client inventory report of active accounts with name, placement date, original amount referred, and present balance.

4.3.3.5. Monthly legal status report with account number, name, date litigation authorized, date, and amount of judgment. Monthly recovery evaluation report with totals of dollar amounts and numbers of accounts referred, canceled and active, and cumulative collection by month and year.

4.3.3.6. Name and address change report with name, account number, previous address, new address, telephone, date of change, and source of information.

4.3.3.7. Annual agency collection report for Universities' Fiscal Operations Report with total number of accounts making payments and total dollars collected on those accounts for year ended June 30.

4.3.3.8. Provide the Universities with a Yearly Compliance Audit Report.

4.3.3.9. Weekly report identifying any and all settlement offers accepted and paid.

4.3.3.10. Provide annual SOC and PCI compliance reporting to fulfill university security review requirements.

4.3.4. Collection Commissions and/or Fees.

The following percentages shall be the commissions/fees and the sole consideration received by the Awarded Vendor(s) from the debtor. Services such as skip tracing or legal expenses will not be reimbursed by the Universities. Said commissions/fees shall be paid only for moneys actually collected by the Awarded Vendor(s) on the Universities' accounts. The collection commissions/fees for all student loan programs will meet federal guidelines and limits. These percentages shall remain in effect through the duration of the agreement period unless they are lowered by the Federal government.

4.3.4.1. The commission/fee for student loans shall be: 1st Referral, 23%; 2nd and 3rd Referral, 28.5%. These are to include Federal Perkins, NDSL, NFLP, NSL, Medical, Pharmacy and Universities long-term loans.

4.3.4.2. The commission/fee for general accounts receivable shall be: 1st Referral, 23%; 2nd and 3rd Referral, 28.5%. These are to include Universities short-term loans, tuition, registration, and other miscellaneous Universities accounts.

4.3.4.3. The commission/fee for litigation shall be 28.5%. This is to include long and short-term Federal and Universities loans, tuition, registration, and other miscellaneous Universities accounts authorized by the Universities for suit. Asset search prior to litigation request is to be provided by the Awarded Vendor(s).

4.3.4.4. Awarded Vendor(s) will pay all legal expenses, including filing and attorney's fees at no expense to the Universities other than the agreed upon percentage rate on amount collected.

4.3.4.5. The commission/fee for judgment shall be 40%.

4.4. Warranties.

4.4.1. Each Proposal shall state the warranties to be offered by Vendor.

4.4.2. Unless stated elsewhere in this RFP, the Universities expect that Vendor will provide the following warranties, at a minimum: (i) that all of the Contract services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) that the Successful Vendor will comply, and will be responsible for ensuring its owner, members, employees, agents, contractors and subcontractors comply, with all applicable federal, state and local laws in the performance of a resulting Contract; (iii) that the Successful Vendor owns or has sufficient rights in all goods and services to be delivered by the Successful Vendor, and the goods and services delivered by the Successful Vendor will not infringe upon or violate any Intellectual Property of any third parties if applicable; (iv) that any code or software developed or delivered by the Successful Vendor under a resulting Contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code if applicable; (v) that the warranty period for Vendor provided materials shall (i) be no less than a period of one (1) year after completion of installation or within the manufacturer's warranty, whichever is later, (ii) such warranty period shall commence upon date of acceptance by the Universities, and (iii) Vendor shall provide the Universities with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site if applicable; and (vi) that in addition to any implied warranties, all goods and services delivered by the Successful Vendor will conform to the specifications and descriptions created therefor if applicable.

4.5. Accessibility and Information Technology Security Requirements.

4.5.1. All e-learning and information technology ("Technology") developed, purchased, upgraded or renewed by or for the use of the Universities shall comply with all applicable Universities' policies and Federal and State laws and regulations including but not limited to Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act; all of which are applicable to all benefits, services, programs, and activities provided by or on behalf of the Universities. The Successful Vendor shall also comply with the Web Content Accessibility Guidelines 2.1.

4.5.1.1 Optionally, for additional information Vendor may provide one or both of the following accessibility documents for the version of the product Proposed:

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

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

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

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

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

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

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

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

4.5.7. Indicate ability to integrate with the following:

4.5.5.1. NAU specific:

4.5.5.1.1. Student Information System - Peoplesoft Campus 9.2.

4.5.5.2. ASU specific:

4.5.5.2.1. Student Information System - Peoplesoft Campus 9.2.

4.5.5.3. UA specific:

4.5.5.3.1. Learning Management System – Edge learning powered by SABA

4.5.5.3.2. Financial / Student Information System – Kuali UAccess Employee 7.0 / Peoplesoft UAccess Student platforms

4.6. Additional Services. Vendor may offer additional goods and/or services not specifically requested in this RFP, including associated costs. The Universities shall determine, in their sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit, at any time throughout the Contract or any renewal term, dependent on the needs of the Universities.

4.7. Quality Assurance Plan. Proposals shall provide a quality assurance plan that details the methods by which the Vendor guarantees performance.

4.8. Sustainability.

4.8.1. The Universities are committed to buying products with recycled content or environmentally sustainable alternatives. Identify all environmentally sustainable features and supply all relevant specifications of offered products. Include in the Proposal, information regarding Vendor’s overall sustainable efforts.

5. PRICING AND PAYMENT

5.1. Vendor shall acknowledge acceptance of pricing outlined in Section 4.3.4. The Universities may accept or reject in part or entirely a Proposal’s pricing and/or revenue offerings, unless otherwise specified in the Proposal. A Proposal’s pricing and/or revenue offering may not be modified after Opening unless the Universities, at their sole discretion, permit such modification. The Universities may reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method in this RFP.

5.2. Method of Payment & Discount for Early Payment. Each Proposal shall indicate whether Vendor will:

1) Accept payment via credit card at the time of purchase without assessing credit card fees;

2) Offer an early payment discount (and describe the offering);

3) Offer an early payment discount if paid via credit card;

4) Accept payment via a Single Use Account when the invoice is processed through Accounts Payable. A Single Use Account is a card-based payment solution that acts like a check by providing a 16-digit virtual account number for each payment.

5) Accept payment via paper check.

6. **QUALIFICATIONS/FINANCIAL STATEMENTS** The Universities are soliciting Proposals from Persons which are in the business of providing services as listed in this RFP. Failure to include any requested information may be grounds for rejection of the Proposal.

6.3. Prior Experience. Proposals shall present a corporate history/management summary and evidence that the Vendor and/or its officers have been engaged for a minimum of five (5) years in providing similar products and services as described herein. Vendor may also describe Vendor’s growth for the past three (3) years.

6.3.1. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years.

6.3.2. Detail Vendor's experience with similar/like projects.

6.3.3. Proposal is to provide evidence that your agency is licensed and bonded to conduct business as a collection agency in all fifty (50) states. In addition, show ownership of the agency by submitting a copy of your Arizona collection agency license in that name with your proposal.

6.3.4. Proposal to detail compliance with regulations and guidelines established by the Department of Education (P.L.105-244, 34 CFR 600-690), the Department of Health and Human Services (P.L. 105-392, 42 CFR 57), the Fair Debt collection Practice Act (P.L.95-109), the TCPA the Telephone Protection Act (FCC 12-21, DA 13:1086), the Financial Services Modernization Act of 1999, also known as the Gramm Leach Bliley Act and the Family Educational Rights and Privacy Act of 1974, along with all applicable federal and state regulations.

6.4. Financial Statements. Proposals shall include information satisfying one of the following options:

6.4.1. Option A (Preferred). Vendors who have audited financial statements are to provide audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, submit one (1) copy in a separate sealed envelope, marked prominently with the Vendor's name and the phrase, "Confidential – Financial Statements."

6.4.2. Option B. If Vendor does not have audited financial statements, the Proposal shall include the Vendor's two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, submit one (1) copy in a separate sealed envelope, marked prominently with the Vendor's name and the phrase, "Confidential – Financial Statements."

6.5. Disputes/Litigation.

6.5.1. Describe the material issues of any current patent or copyright lawsuits or any other legal actions against Vendor including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.

6.5.2. Describe litigation disputes for the past 5 years related to similar projects or Vendor's ability to perform.

6.6. Vendor References.

6.6.1. Provide, at minimum, three (3) references, not including the Universities, identifying firms with requirements similar to those of the Universities. Provide the name, contact person, email and the telephone number of one (1) previous client of the vendor.

6.6.2. The Universities may, but are not required to, contact the provided references and/or additional references not provided by Vendor. The Universities may give preference to those references that are most similar to the Universities.

7. RFP PROCESS

7.1. Intent / Right to Terminate and Recommence RFP Process. The Universities intend to enter into a Contract with one or more Vendors whose Proposal(s) are considered to be in the best interests of the Universities. However, the Universities may terminate this RFP process at any time up to notice of Award, without prior notice, and without liability of any kind or amount. Further, the Universities reserve the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

7.2. Communications Regarding the RFP.

7.2.1. No department, school, or office at the Universities has the authority to solicit or receive official Proposals other than Contracts, Purchasing and Risk Management. All solicitations are performed under the supervision of the Chief Procurement Officer and in accordance with Universities' policies and procedures.

7.2.2. Any and all questions regarding this RFP shall be directed to the Purchasing unit of Contracts, Purchasing and Risk Management and to no other office or individual at the Universities. Any Vendor who improperly attempts to communicate with unauthorized Universities personnel regarding the RFP may face disqualification at the discretion of the Universities.

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

https://arizona.app.box.com/f/c866418ec94c4a68880d752622572ff4

7.2.4. The Universities may answer informal questions orally. The Universities make no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Vendor shall not be entitled to rely on any verbal response from the Universities.

7.3. Schedule of Events. The following is the schedule that will apply to this RFP, but may change in accordance with the Universities' needs.

07/06/2026	Issuance of RFP
07/16/2026	Technical Questions/Inquiries due no later than 12:00 PM/MST
07/28/2026	RFP is due no later than 2:00 PM, MST

7.4. Pre-Proposal Conference. Not Applicable.

7.5. Submitting Proposals.

7.5.1. Proposals must be received by the date / time and uploaded to the University's secure box no later than enter Due date and time.

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

7.5.3. Proposals must be uploaded to:

Box Secure Upload:

https://arizona.app.box.com/f/c866418ec94c4a68880d752622572ff4

Please title your response in the upload folder as:

RFP#_VendorName_Response

7.5.4. **Vendor please note, no more than two (2) may be uploaded:

- Required: RFP#_VendorName_Response
- Not Required: RFP#_VendorName_Redacted

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

7.5.5. If the University determines that due to an insufficient number of proposals received, it would be in the University's best interest, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond. Proposal shall be submitted in the format shown in Exhibit 1. Proposals in any other format may be rejected. Proposals should include page numbers. The Universities reserve the right to reject, without prior notice, any Proposal that it deems overly complex, disorganized, or difficult to evaluate. The Universities reserve the right to make such a decision without any input or communication from any other party.

7.5.6. The Universities may, at its sole option, ask the Vendor to provide information that is not included in the Proposal or evaluate the Proposal as submitted.

7.5.7. Proposals shall be signed by an individual with authority to bind the Vendor. The Universities may reject any Proposal if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

7.5.8. Proprietary Information. If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate redacted file from the proposal and that it is clearly designated and conspicuously labeled as such. The vendor may submit a full PDF for the committee and a redacted file for proprietary and confidential information within the guidelines below.

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

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

7.6. Discussions with Vendors.

7.6.1. Following the opening of the Proposals, the Universities may conduct Discussions, including oral in-person presentations, with Responsible Vendors whose Proposals are determined, by the Universities, to be reasonably susceptible to being selected for Award. The Universities also reserve the right to select the most Responsive and Responsible Vendor(s) without further discussion, negotiation, or prior notice. The Universities may presume that any Proposal is a best-and-final offer.

7.6.2. During Discussions provided for by Section 7.6.1, the Universities may accept revisions of Proposals and negotiate price changes. Selected Vendors participating in Discussions shall be accorded fair treatment with respect to any opportunity for Discussions or revisions of Proposals. If revisions are permitted, all selected Vendors will be invited to submit a final Proposal revision.

7.6.3. During any Discussion period, the Universities will not disclose any information derived from Proposals submitted, or from Discussions with other Vendors. Once a Contract is executed, the RFP file, and the Proposals contained therein, are in the public record and will be disclosed upon request.

7.6.4. After determining the Proposal(s) that is the most advantageous to the Universities, the Universities reserve the right to negotiate, prior to Award, with such Vendor(s) to finalize the terms of the Contract, resolve minor errors, clarify necessary details or responsibilities, obtain the lowest and best pricing, or otherwise as necessary to finalize the Contract.

7.6.5. Notification of Non-Selection. The Universities reserve the right not to notify Vendors not selected for further consideration or Award. The Universities may, in its sole discretion, post Awards to its website.

8.0 EVALUATION CRITERIA

8.1 Selection of Successful Vendor. The Award shall be made to the Responsible Vendor whose Proposal is determined to be the most advantageous to the Universities based on the evaluation factors set forth in this RFP. Price, although a consideration, will not be the sole determining factor.

8.2 Criteria. The evaluation of Proposals will be based on the following criteria with the indicated points possible for each category:

8.2.1 Vendor's Qualifications and Project Resources (refer to Section 6) 30 Points

8.2.2 Client References (refer to Section 6). 20 Points

8.2.3 Scope of Work (refer to Section 4). 25 Points

8.2.4 Pricing (refer to Section 5). 10 Points

8.2.5 Exceptions to the Terms and Conditions of the RFP (refer to Section 3.2). Points may or may not be assigned to this category, however Proposals that are contingent upon changes to the Universities' terms and conditions may, if the Universities at their sole discretion determine not to accept the alternate terms and conditions, be considered non-responsive.

8.2.6 Overall responsiveness to RFP. 15 Points

9.0 CONTRACT TERMS AND CONDITIONS AND INSURANCE

The Universities will require the Successful Vendor to sign the form agreement set forth in Exhibit 4 hereto. Proposals that are contingent upon any changes to these mandatory terms and conditions, and insurance requirements may be deemed to be non-responsive and may be rejected. Proposals must state, in detail, any exceptions taken to the terms and conditions included in the form agreement in Exhibit 4.

10.0 CERTIFICATIONS AND FORMS

Each Proposal must include the following certifications and forms signed by an individual with authority to bind the Vendor. Universities' forms of certification are attached as Exhibit 3. Failure to include any of the following certifications may result in the Proposal being rejected as nonresponsive.

10.1 Certification of Proposal (see Exhibit 3).

10.2 Vendor Information (see Exhibit 3).

10.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Mar 1996 as amended, see Exhibit 3 Federal Debarred List Certification form).

10.4 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended, see Exhibit 3 Anti-Lobbying Certification form).

EXHIBIT 1 – PROPOSAL FORMAT

In order to facilitate direct comparison, submit Proposal using the following format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Proposal. Include the following with Proposal:

1. Completed and signed RFP Certification (refer to Exhibit 3).
2. Completed and signed Anti-Lobbying Certification (refer to Exhibit 3).
3. Completed and signed Federal Debarred List Certification (refer to Exhibit 3).
4. Vendor's Qualifications and Experience (refer to Section 6).
5. Project Resources (refer to Section 3.3).
6. Client References (refer to Section 6.4).
7. A detailed technical Proposal (refer to Section 4).
8. Exceptions to the Terms and Conditions of the RFP (refer to Section 3.2).
9. Pricing Proposal (refer to Section 5 and Exhibit 2).
10. Vendor Information (refer to Exhibit 3).
11. Vendor Information (refer to Exhibit 3).

EXHIBIT 2-PRICING PROPOSAL

Collection Commission and/or Fees.

Vendor to indicate ability to agree to all pricing specified in Section 4.3.4.

EXHIBIT 3 – CERTIFICATIONS REQUEST

FOR PROPOSAL CERTIFICATION

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

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

This proposal is submitted in response to Request for Proposals # L192612, issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that________________________________ (Vendor Name), located at ____(address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety- (90) calendar days as of the Due Date for responses to the RFP.

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

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

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

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

In accordance with Purchasing Policy 4.3 – Small Business Utilization Program, the Undersigned further certifies that your business (check the appropriate areas)___ does or___ does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CIRCLE" 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 "CIRCLE" one of the following: AZ. Small Business AZ. Women Owned AZ Disadvantaged AZ Disadvantaged Women-owned.

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

Name: ____________________________ Title: _____________________________

Signature: _________________________ Date: ________ Email: ______________________

F.E.I.N:______________ RFP Email and Notification Contact: ______________________________

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE PROPOSAL CERTIFICATION	

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Vendor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Vendor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Name of Proposer	
Name of Contact	Title of Contact
Address 1	Address 2

City	State	Zip Code

		-
Telephone Number		E-mail address
( ) -		
Print Name of Proposer's Authorized Agent		Signature of Proposer's Authorized Agent
Title of Proposer's Authorized Agent		Date

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE ANTI-LOBBYING CERTIFICATION

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Vendor certifies, to the best of its knowledge and belief, that—
(i) The Vendor and/or any of its Principals—

(A) (check one) Are (   ) or are not (   ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-procurement Programs) is at http://epls.arnet.gov on the Web.)

(B) (check one) Have (   ) or have not (   ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are (   ) or are not (   ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Vendor (check one) has (   ) or has not (   ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Vendor's responsibility. Failure of the Vendor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Vendor non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

<table>
<tr><td colspan="3">Name of Proposer</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td colspan="2">Name of Contact</td><td>Title of Contact</td></tr>
<tr><td colspan="2"></td><td></td></tr>
<tr><td colspan="2">Address 1</td><td>Address 2</td></tr>
<tr><td colspan="2"></td><td></td></tr>
<tr><td>City</td><td>State</td><td>Zip Code</td></tr>
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<tr><td colspan="2">Telephone Number</td><td>E-mail address</td></tr>
<tr><td colspan="2">( ) -</td><td></td></tr>
<tr><td colspan="2">Print Name of Proposer's Authorized Agent</td><td>Signature of Proposer's Authorized Agent</td></tr>
<tr><td colspan="2"></td><td></td></tr>
<tr><td colspan="2">Title of Proposer's Authorized Agent</td><td>Date</td></tr>
<tr><td colspan="2"></td><td></td></tr>
<tr><td colspan="3">AN AUTHORIZED AGENT OF THE OFFEROR
SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION</td></tr>
</table>

LEGAL WORKER CERTIFICATION

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

Date: ____________________

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

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

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

______________________________ (Firm)	______________________________ (Address)
______________________________ (Signature Required)	______________________________ (Phone)
______________________________ (Print Name)	______________________________ (Fax)
______________________________ (Print Title)	______________________________ (Federal Taxpayer ID Number)

(November 3, 2009)

PROPOSER INFORMATION

	SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	

1. Taxpayer Identification Number (TIN):		☐ Employer ID Number (EIN) ☐ Social Security Number (SSN)
2 LEGAL NAME: (must match TIN above)		
3. DUNS # (If applicable)		
4. LEGAL MAILING ADDRESS:	(Where check, tax information, and general correspondence is to be sent)	
DBA (Doing Business As):		
Address:		
Address Line 2:		
City:	State:	ZIP Code:
5. Remit to Address:	☐ Same as Legal Mailing Address	
Address:		
Address Line 2:		
City:	State:	ZIP Code:
6. Contact Name:		
Phone Number:		
Email Address:		

7. ENTITY TYPE			
☐ Individual (not a business)	☐ Sole proprietor (Individually owned business) or sole proprietor organized as LLC or PLLC	☐ Corporation (NOT providing health care, medical or legal services)	☐ Corporation (providing health care, medical or legal services)
☐ The US or any of its political subdivisions or instrumentalities	☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities	☐ Tax-exempt organizations under IRC §501	☐ Partnership, LLP, or partnership organized as LLC or PLLC

8. Business Purpose:			
☐ Medical	☐ Merchandise	☐ Legal	☐ Other, Specify:

9. Product or Service Provided/ Purpose of Payment:	

	SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	

10. FEDERAL INFORMATION – ***REQUIRED***

What is the Federal classification type of your business? – see definitions on link below.
(S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)
http://www.sba.gov/size

LARGE Business? YES☐ NO☐

SMALL Business? YES☐ NO☐

Please check all that apply to your business for Federal Supplier Type:

Service-Disabled Veteran Owned (VD) ☐	Small Disadvantaged (SD) ☐	Women Owned (WO) ☐
Veteran Owned (VO) ☐	Minority Institution (MI) ☐	HUB Zone (HZ) ☐

Note: Supplier type will be verified through the System for Award Management
https://www.sam.gov

11. Residency (Select one):

☐ U.S. Person, Includes Resident Alien

☐ Nonresident Alien performing services outside the U.S.

12. CERTIFICATION

Under penalties of perjury, I certify that :

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding.
3. I am a U.S. person (including a resident alien). Cross ‘3’ if non-resident doing business outside the U.S.
4. I certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. See Federal Acquisition Regulation section 52.209-6 for more information regarding debarment.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Payment Term: Net 30 in accordance with A.R.S. 35-342

PRINT NAME:	**SIGNATURE:**
Title:	Date:

NAU Contact Name and Phone/Email:

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE VENDOR INFORMATION

The University of Arizona is an Equal Opportunity/Affirmative Action Institution.

EXHIBIT 4 – FORM CONTRACT

CONTRACT FOR SERVICES

This Contract ("Contract") is entered into by and between the Arizona Board of Regents, for and on behalf of The University of Arizona, ("University"), and _______________________________, a ____, ("Contractor").

WHEREAS, the University issued Request for Proposal L192612 for Debt Collection Services on behalf of itself, Arizona State University ("ASU"), and Northern Arizona University ("NAU"), which are collectively referred to herein as the "Universities";

WHEREAS, Contractor submitted a proposal in response to Request for Proposal L192612;

WHEREAS, the University has determined that Contractor is qualified to provide the Services and has selected Contractor for award;

WHEREAS, Arizona State University ("ASU") and Northern Arizona University ("NAU"), each acting through the Arizona Board of Regents, may utilize this Contract under the same terms and conditions as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the parties agree as follows:

1. Participating Universities. Each University shall be responsible only for its own purchases, obligations, and payments under this Contract, and no University shall be liable for the acts, omissions, obligations, or payments of any other University.

2. Scope of Work. Contractor agrees to provide ("Services") to include but not limited in accordance with the terms and conditions herein and Exhibit A, attached hereto and incorporated herein by reference.

3. Term.

a. The Contract shall commence on , for an initial one (1) year period with the option to renew for four (4) additional one (1) year periods for a total term not to exceed five (5) years.

b. The Universities may terminate the Contract, in whole or in part, with or without cause, upon thirty (30) days written notice to Contractor. Subject to the provision of any Transition Services (as defined below), upon termination, Contractor will refund to the Universities all prepaid amounts for Services not delivered or performed. If the Contract is terminated pursuant to this section, subject to the provision of any Transition Services, the Universities will pay Contractor, as full compensation under the Contract: (1) the portion of Services delivered or performed and accepted prior to the effective date of termination based on the unit prices in the Contract, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor, and as approved by the Universities, with respect to the undelivered, unperformed, or unacceptable portion of the Services. In no event will compensation paid previously under the Contract together with compensation paid under this section exceed the total purchase order or Contract price.

c. The Universities may terminate the Contract, in whole or in part, if Contractor defaults on any of its obligations in the Contract and fails to cure such default within seven (7) days after receiving notice of default from the Universities. In the event of such a default, the Universities may procure the Services from other sources and Contractor will be liable to the Universities for any excess costs the Universities incur.

d. The Universities shall have the right to terminate this Contract at any time in the event the Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Contractor and not discharged within thirty (30) days; or if the Contractor 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 the Contractor or its business.

e. Upon termination of the Contract or termination of any Services (regardless of the reason for termination), the parties will work in good faith to transition the terminated Services to the Universities or its designee(s), with minimum interruption to the Universities' business. At the Universities option, Contractor will continue to provide Services and will provide transition support at rates consistent with the terms of the Contract for a period of no longer than one-hundred and eighty (180) days following the termination date (the Transition Period). Contractor will provide the post-termination Services (the Transition Services) at least at the same levels of quality and timeliness of performance as Services were provided prior to termination, in a professional manner, with high quality, and in accordance with industry standards. The parties may, by written agreement, modify the Transition Services to be provided and the length of the Transition Period.

4. Survival. All provisions of the Contract that anticipate performance after the termination of the Contract, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Contract.

5. Settlement Method and Terms. Payment will be subject to the provisions of Title 35 of the Arizona Revised Statutes (ARS), as amended from time to time, relating to time and manner of submission of claims. The Universities' obligation will be payable only and solely from funds appropriated for the purpose of the Contract. After delivery and acceptance of the Services, Contractor will submit an acceptable invoice to the Universities. Invoices must be itemized, reference the appropriate Universities' purchase order number, and include sufficient detail to document the invoiced amount. The Universities will pay Contractor for the Services delivered and accepted net 30 days after receipt by the Universities of an invoice meeting the requirements of this section. Invoices will be electronically delivered to the Universities' Accounts Payable department by sending an email to the following addresses:

5.1. NAU specific: To AccountsPayable@nau.edu.

5.2. ASU specific: To accounts.payable@asu.edu

5.3. UA specific: To fnsv-accounts-payable-invoices@distribution.arizona.edu

6. Independent Contractor. Contractor is an independent contractor. Neither the Universities nor Contractor may bind the other. None of the Contractor Parties will be employees, agents, partners, or joint venturers of the Universities. None of the Contractor Parties will be eligible for any benefits from the Universities, including worker's compensation coverage. Contractor is responsible to the Universities for compliance with the Contract by the Contractor, or any of its owners, officers, directors, members, managers, agents, employees, contractors, or subcontractors at all tiers (together with Contractor, the Contractor Parties). Contractor will determine Contractor's hours of work, and will provide all tools, equipment, and supplies Contractor determines to be necessary to deliver and perform the Services. Contractor will maintain all business registrations and licenses required to deliver and perform the Services. Contractor is using its own knowledge, skill, and technical know-how in the delivery and performance of the Services and is not being supervised by the Universities. The conduct and control of the Services lies solely with Contractor, and the Universities are interested only in final results.

7. Work Product. All reports, drawings, and other work products in any medium produced by Contractor as a part of the Services rendered under this Contract shall be provided to and be the sole property of the Universities. Contractor shall not release this work product or other information obtained or produced pursuant to this Contract without the prior written consent of the Universities.

8. Conflict of Interest. The parties agree that this Contract may be canceled for conflict of interest in accordance with A.R.S. § 38-511.

9. Dispute Resolution. If a dispute arises under the Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

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

11. Indemnification.

a. Contractor shall indemnify, defend and hold harmless, the Universities, the State of Arizona, and the Arizona Board of Regents and their employees and agents from all losses, damages, claims, liabilities, costs and expenses (including, without limitation, costs and expenses of litigation and alternative dispute resolution, reasonable attorneys' and paralegals' fees, worker's compensation claims, unemployment compensation claims and unemployment disability claims) arising from any actual or alleged damage to property, injury to any person, or death of any person to the extent that such damage, injury or death arises from any actual or alleged act or omission (including, without limitation, negligence and willful misconduct) of Contractor or any of Contractor's employees, agents or representatives in connection with or incident to performance of this Contract, provided, however, that this indemnification shall not include (i) losses, damages, claims, liabilities, costs and expenses arising from professional errors or omissions of Contractor or any of Contractor's employees, agents or representatives or (ii) losses, damages, claims, liabilities, costs and expenses of the Universities or the Arizona Board of Regents arising from any obligation undertaken by the Universities or the Arizona Board of Regents in any contract entered into in connection with the Services of Contractor.

b. Notwithstanding any expiration or termination of this Contract, this indemnification shall remain in effect indefinitely without termination as to acts and omissions actually occurring or alleged to have occurred prior to expiration of termination of this Contract.

12. Non-Appropriation. This Contract may be canceled without any further obligation on the part of the Universities in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. Contractor shall be notified in writing of any such non-appropriation at the earliest opportunity.

13. Inspection. To the extent required by ARS § 35-214, all books, accounts, reports, files, and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by ABOR, the Universities, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Contract. Such records shall be produced at the Universities, or other location as designated by the Universities, upon reasonable notice to the Contractor.

14. Authorized Presence Compliance. As required by ARS § 41-4401, the Universities are prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the E-Verify program). Contractor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. The Universities retain the legal right to inspect the papers of any Contractor or Contractor Party employee who works hereunder to ensure that the Contractor or Contractor Party is complying with the above warranty.

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

16. 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 of Arizona within five (5) business days of becoming aware of the non-compliance.

17. Insurance Requirements. Without limiting any liability of or any other obligation of Contractor, Contractor shall procure and maintain (and cause its subcontractors to procure and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under this Contract, insurance against claims that may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, employees or subcontractors, the minimum insurance coverages listed below, unless otherwise agreed to in writing. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Authorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The Universities in no way warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurance insolvency. Self-insurance may be accepted in lieu of or in combination with the insurance coverage requested.

a. Commercial General Liability of $1,000,000 minimum limit for each occurrence and $2,000,000 general aggregate, to include coverage for bodily injury, property damage, personal and advertising injury, and broad form contractual liability coverage.

Each Occurrence	$1,000,000
Damage to Rented Premises	$50,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Liquor Liability (if applicable)	$1,000,000

b. Workers Compensation coverage for all employees which meets Arizona statutory benefits and Employers' Liability insurance with a minimum limit of $1,000,000 each accident, $1,000,000 disease – each employee, and $1,000,000 disease – policy limit.

i. This requirement shall not apply to each Contractor or subcontractor that is exempt under ARS § 23-901 and when such Contractor or subcontractor executes the appropriate form

(Sole Proprietor Waiver or Independent Contractor Agreement).

c. Professional Liability (Errors and Omissions Liability) of $1,000,000 minimum limits for each claim (or each wrongful act) and 2,000,000 annual aggregate.

   i. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

   ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

d. Technology Errors and Omissions insurance with minimum limits of $2,000,000 each claim (or each wrongful act) and $2,000,000 annual aggregate.

   i. Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

   ii. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

   iii. In the event that the Technology Errors and Omissions insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

e. Commercial Crime Policy or Blanket Fidelity Bond with minimum limits of $1,000,000 each claim (or each wrongful act) and $1,000,000 annual aggregate.

   i. Such insurance shall include coverage for all directors, officers, agents, and employees of the Contractor including coverage for employee dishonesty (to include coverage for theft and mysterious disappearance), computer fraud, funds transferred, forgery or alteration, third party fidelity, and money and securities inside or outside the premises of the Contractor.

   ii. The policy shall not contain a requirement for arrest and conviction and shall endorse University as Loss Payees as its interest may appear.

f. Policy for Commercial General Liability and Automobile Liability shall be endorsed to include the State of Arizona, and its departments, agencies, boards, commissions, Universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits are in excess of those required by this Contract.

g. Policies for Commercial General Liability, Automobile Liability, and Workers Compensation shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

h. Such coverage shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Northern Arizona University, University of Arizona, Arizona State University and the Arizona Board of Regents, or the State of Arizona shall be excess and not contributory insurance, as provided by ARS §41-621(E).

i. With the exception of ten (10) days' notice of cancellation for non-payment of premium, Contractor's insurance shall not be permitted to expire, be suspended, be cancelled, or materially changed for any reason without thirty (30) days prior written notice to the Universities.

j. Contractor will furnish the Universities with valid certificate(s) of insurance required by this Contract and coverage must be in effect at or prior to commencement of work under this Contract and remain in effect for the term of this Contract.

k. The Universities' project or purchase order number and project description will be noted on each certificate of insurance.

l. The Certificate Holder shall be listed as "State of Arizona, Arizona Board of Regents, Northern Arizona University, University of Arizona and Arizona State University".Failure on the part of Contractor to maintain these requirements or provide evidence of renewal, shall constitute a material breach of this Contract upon which the Universities may immediately terminate this Contract, or, in the Universities' sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Universities shall be repaid by Contractor to the Universities upon demand, or the Universities may offset the cost of the premiums against any monies due to Contractor.

m. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the Universities.

n. The Universities reserve the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Contract.

o. Contractor's certificate(s) of insurance may include all subcontractors as insureds under its policies as required by this Contract, or Contractor will furnish to the Universities upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

18. Governing Law and Venue. The Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. The Universities' obligations hereunder are subject to the regulations and policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract shall be brought in the state or federal courts located in Pima County, Arizona, if the dispute involves The University of Arizona; Maricopa County, Arizona, if the dispute involves Arizona State University; or Coconino County, Arizona, if the dispute involves Northern Arizona University. Each party consents to the jurisdiction and venue of such courts and waives any objection it may now or hereafter have to venue or to the convenience of forum.

19. Public Records. The Universities, as public institutions, are subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.
prior to disclosure.

20. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Contractor will not require any Universities' students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Contractor will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the Universities or as otherwise provided by law. If the Contract requires or permits Contractor to access or release any student records, then, for purposes of the Contract only, the Universities designate Contractor as a "school official" for the Universities under FERPA, as that term is used in FERPA.

21. Health Insurance Portability and Accountability Act. Contractor shall abide by all laws and regulations that protect the privacy of healthcare information to which Contractor obtains access under this Contract. Contractor and the Universities acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Contractor and the Universities, and their relationships and operation under this Contract. If necessary, Contractor, and the Universities will enter into a standard Business Associate Contract, and any other required Health Insurance Portability Accountability Act agreements. To the extent the terms thereof relate to Contractor's performance under this Contract, the provisions of such Business Associate Contract shall control.

22. Americans with Disabilities Act and Rehabilitation Act. To the extent applicable, Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by Universities faculty/staff, students, program participants, or other Universities constituencies must be compliant with ADA Laws. 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.

23. No Waiver. No waiver by the Universities of any breach of the provisions of this Contract by the Contractor shall in any way be construed to be a waiver of any future breach or bar the Universities' right to insist on strict performance of the provisions of the Contract.

24. Assignment. Contractor may not transfer or assign the Contract or any of Contractor's rights or obligations thereunder, either directly or indirectly, or by operation of law, without the Universities prior written consent, and any attempt to the contrary will be void.

25. Assignment of Anti-Trust Overcharge Claims. In actual economic practice, overcharges resulting from anti- trust violations are borne by the ultimate purchaser. Therefore, Contractor hereby assigns to the Universities any and all claims for such overcharges.

26. Prices. All Prices will be as listed in a Universities' purchase order as set forth in Exhibit B. Unless otherwise specified in the Contract: 1) all prices are in US Dollars; 2) prices include any cost for shipping, and handling; and 3) prices will include any travel, labor, interest, import/export fees, and other costs associated with providing the Goods/Services. the Universities will reimburse Contractor for expenses that are specifically identified in the purchase order. To obtain reimbursement for pre-approved expenses, Contractor must submit all receipts and any required backup documentation to the Universities within sixty (60) days after the applicable expenses were incurred. If the Universities agree to reimburse Contractor for any travel expenses, all reimbursable travel expenses must be authorized in writing by the

Universities in advance of the planned travel and must be consistent with the Universities' travel policies.

26.1. NAU specific: University travel policy.

26.2. ASU specific: Financial Services Travel Policy.

26.3. UA specific: University travel policy.

27. Taxes. Unless otherwise specified in the Contract, prices will include all taxes and fees, including, without limitation, sales, use, or excise taxes, import duties, value added taxes, permit fees, license fees, or similar charges (Taxes). Taxes do not include the Universities' income taxes or taxes related to the Universities' employees.

28. Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. In addition, Contractor is responsible to the Universities for compliance with the Contract by the Contractor Parties. The Universities recognize an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of the Contract or any other document, other than for employees and contractors acting under the Universities' direction and supervision, the Universities are not responsible for any actions of any third parties, including its students.

29. Intellectual Property Ownership. All Intellectual Property (as defined below) that Contractor or any of the Contractor Parties make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including the Universities, specifically for or at the request of the Universities in connection with the Contract (Contract IP), will be owned by the Universities. To the extent any Contract IP is not considered work made for hire for the Universities (or if ownership of all rights therein does not otherwise vest exclusively in the Universities), Contractor hereby irrevocably assigns, and will cause the Contractor Parties to so assign, without further consideration, to the Universities all right, title and interest in and to all Contract IP, including all copyright rights of ownership. Intellectual Property means all the Universities' Data, as defined below, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to the Universities. Contractor will, and will cause the Contractor Parties to, as and when requested by the Universities, do such acts, and sign such instruments to vest in the Universities the entire right, title and interest to the Contract IP, and to enable the Universities to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at the Universities' expense, to cooperate with the Universities in the protection and/or defense of the Contract IP.

30. Contractor's Intellectual Property. Contractor will retain ownership of its pre-existing Intellectual Property, including any that may be incorporated into the Contract IP, provided that Contractor informs the Universities in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to the Universities a perpetual, irrevocable, royalty- free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to the Universities in the course of performing under the Contract.

31. Nondisclosure and Trade Secrets. Contractor may receive (or has received) from the

Universities and otherwise be exposed to confidential and proprietary information relating to the Universities' business practices, strategies, and technologies, the Universities' Data, as well as confidential information of the Universities necessary to perform and/or provide the Services (collectively, the Universities' Confidential Information). Universities' Confidential Information may include, but is not limited to, confidential and proprietary information supplied to Contractor with the legend "the Universities' Confidential and Proprietary," or other designations of confidentiality. As between Contractor and the Universities, the Universities' Confidential Information is the sole, exclusive, and valuable property of the Universities. Accordingly, Contractor will not reproduce or otherwise use any of the Universities' Confidential Information except in the performance or provision of the Services, and will not disclose any of the Universities' Confidential Information in any form to any third party, either during or after the Term, except with the Universities' prior written consent. Upon termination of the Contract, Contractor will cease using, and will return to the Universities, all originals, and all copies of the Universities' Confidential Information, in all forms and media, in Contractor's possession or under Contractor's control.

Contractor will not disclose or otherwise make available to the Universities any confidential information of Contractor or received by Contractor from any third party.

Contractor will have no obligation to maintain as confidential the Universities' Confidential Information (other than the Universities' Data) that Contractor can show: (i) was already lawfully in the possession of or known by Contractor before receipt from the Universities; (ii) is or becomes generally known in the industry through no violation of the Contract or any other agreement between the parties; (iii) is lawfully received by Contractor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the Universities sufficient to allow the Universities to contest such order; or (v) is approved in writing by the Universities for release or other use by Contractor.

32. Background Checks. Contractor will exclude from any direct participation in Contractor's performance under the Contract, any unqualified persons. In addition, Contractor will, at Contractor's expense, conduct relevant and appropriate background checks and fingerprinting according to the Universities' policies on all assigned employees and new hires to ensure that it does not assign any employee or agent to the Universities who may reasonably be considered to pose a threat to the safety or welfare of the Universities community or its property. Contractor is required to maintain hereunder; all background and fingerprint information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Contractor will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

32.1. NAU specific: University's policy.

32.2. ASU specific: Background and Fingerprinting Policy.

33. UA specific: University's policy.

34. Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance. Contractor warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Contractor's work under the Contract, Contractor will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S.

Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Contract.

35. Export Controls. 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

36. Business Continuity Plan. If requested by the Universities, Contractor will provide to the Universities, within thirty (30) days after such request, a comprehensive plan for continuing the performance of its obligations during a public or institutional emergency (the Business Continuity Plan). The Business Continuity Plan, at a minimum, will address the following: 1) identification of response personnel by name; 2) key succession and performance responses in the event of sudden and significant decrease in workforce; 3) contingency plans for the Contractor to continue the performance of its obligations under the Contract, despite the emergency and 4) if Contractor will store, have access to, or otherwise process any the Universities' Data, a data recovery plan that includes the following: identification of data recovery personnel by name, how the Universities' Data will be recovered, recovery point and recovery time objectives, and steps to be taken to recover the Universities' Data. If the Universities require a data recovery plan, upon the Universities' request, Contractor will provide the Universities with evidence that Contractor annually tests the data recovery plan. In the event of a Public or Institutional Emergency, Contractor will implement the applicable actions set forth in the Business Continuity Plan and will make other commercially practicable efforts to mitigate the impact of the event. For clarification of intent, Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a Business Continuity Plan, unless otherwise agreed to by the Universities in writing. A Public or Institutional Emergency means a natural or human made event that creates a substantial risk to the public, which causes or threatens death or injury to the general public, or that causes a significant disruption to the day-to-day business operations of the Universities.

37. Payment Card Industry Data Security Standard. 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.

Furthermore, Contractor agrees to provide to the University 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 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 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.

38. Contractor Identification. Contractor vehicles and personnel will be clearly identifiable when performing Services on Universities' premises. Contractor's employees shall always be in uniform with visible company identification and Contractor's vehicles must be clearly identified with company name, phone number and or logo and with any applicable state license numbers.

39. Parking. Contractor shall acquire and maintain, at their sole expense, all necessary parking permits required by the Universities. Regulations shall be applicable to all employees of Contractor and will be strictly enforced. All fines incurred shall be the sole responsibility of the Contractor. Parking permits along with regulations governing traffic and parking are available from -

39.1. NAU specific: Parking permits along with regulations governing traffic and parking are available from University Transit Services (928-523-6623) located at 113 W Dupont Ave., Flagstaff, AZ 86011. Permit applications and vehicle registration may also be accessed on-line at https://in.nau.edu/university-transit-services/. Regulations shall be applicable to all employees of Offeror and will be strictly enforced. All fines incurred shall be the sole responsibility of the Offeror.

39.2. ASU specific: Offeror shall obtain all parking permits and/or decals required while performing work on ASU premises. The Offeror should contact ASU Parking and Transit, https://cfo.asu.edu/pts

39.3. UA specific: 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.

40. Permits. Contractor shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable.

41. Hazard Inspection. Universities' buildings have the potential to house hazards including, but not limited to hazardous building materials, chemical, biological, or physical hazards, or conditions which may become hazardous based on specific work scope or practices. Prior to commencement of any Services Contractor will review, sign, and return a Universities' hazard inspection and communication form. Requests for inspection may be placed by any University employee or by the Contractor at https://in.nau.edu/facility-services/asbestos-lead-and-pcbs/, or by contacting the EH&S Material Safety Office at (928) 523-6435.

42. Non-Discrimination. The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

43. Small Business. If subcontracting (Tier 2 and higher) is necessary, Contractor will make commercially reasonable efforts to use Small Business (SB) and Small Diverse Business (SDB) in the performance of the Services. The Universities may request a report at each annual anniversary date and at the completion of the Contract indicating the extent of SB and SDB participation.

44. Third Party Arrangements. From time to time, the Universities may enter into arrangements with third parties that may require Contractor to work cooperatively with and/or connect and use infrastructure with third parties. On a case-by-case basis, the Universities and Contractor will work cooperatively, timely, and in good faith to take such actions as may be necessary or appropriate to give effect to the Universities' third-party agreements. Contractor will not be bound to terms and conditions of a third party that are different from this Contract unless expressly agreed in writing. If the third-party terms and conditions conflict with this Contract's terms, impact Contractor's ability to meet service level agreements of this Contract, or may cause Contractor to incur additional costs, then the parties will enter into good faith negotiations for an amendment to this Contract prior to Contractor agreeing to comply with the third party terms and conditions.

45. Gratuities. Contractor will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Contractor to give or offer a gratuity, to any officer or employee of the State of Arizona 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 Contract. If the Universities determine that the Contractor has violated this section, the Universities may, by written notice to Contractor, cancel the Contract. If the Contract is canceled by the Universities pursuant to this section, the Universities will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Contractor in providing gratuities.

46. Liens. All goods delivered and labor performed under this Contract shall be free of all liens and, if the Universities request, a formal release of all liens shall be delivered to the Universities.

47. Title and Risk of Loss. The title and risk of loss of the goods shall not pass to the Universities until the Universities actually receive the goods at the point(s) of delivery. Prices shall be F.O.B. Destination. Contractor shall retain title and control of all goods until they are delivered, received and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The Universities shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. Notice of rejection may be made to the Contractor at any time within one month after delivery has been made. When supported by a written statement from the Universities, the Contractor shall not dispute its claims of damage.

48. Inspection. Contractor will supply the Services to the Universities exactly as specified in the Contract and applicable purchase order. The Services will meet the highest and best industry practices. The Universities will have the right to inspect any Services prior to and a reasonable amount of time after delivery.

49. Warranties. In addition to any implied warranties, Contractor warrants to the Universities that: 1) the Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; 3) Contractor will comply, and will be responsible for ensuring Contractor Parties comply with all applicable laws, rules, and regulations, including any policies of ABOR and the Universities, in the performance of the Contract; 4) Contractor owns or has sufficient rights in the Services that they do not infringe upon or violate any intellectual property of any third parties, and are free and clear of any liens or encumbrances; 5) any data, code, or software developed or delivered by Contractor to the Universities will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; 6) all sensitive data, personal data, and personally identifiable data , as those terms may be defined in applicable laws, rules and regulations (PII) provided by Contractor to the Universities was obtained legally and Contractor has obtained all requisite permissions from the individuals whose PII is being provided for (a) Contractor to provide the PII to the Universities, and (b) the Universities to use the PII for the purposes and in the jurisdictions set forth in the Contract; 7) the prices of Services in the Contract are the lowest prices at which these or similar goods or services are sold by the Contractor to similar customers in similar quantities. In the event of any price reduction between execution of the Contract and delivery of the Services, the Universities shall be entitled to such reduction, and 8) all Services delivered by Contractor will conform to the specifications, drawings, and descriptions set forth in the Contract and applicable purchase order, and to any samples furnished by Contractor. In the event of a conflict among the specifications, drawings, samples, and description, the specifications will govern.

50. Sales and Use Tax. The Contractor shall comply with and require all Contractor Parties to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Contractor further agrees to indemnify and save harmless the Universities, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any Contractor Party to comply with the provisions of any or all said laws in amendments. The Universities are not exempt from state sales excise tax and compensation use tax.

51. Changes. Within the limits allowed by law, Contractor agrees that the Universities may order additional services, or make changes by altering, adding to, or deducting from the proposed Services, the Contract sum being adjusted accordingly, and Contractor shall enter into a modification of the Contract to reflect said changes.

52. Price Adjustment. Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Contractor. The Universities shall not approve price increases that shall merely increase the gross profitability of the Contractor at the expense of the Universities. Price change requests shall be a factor in the Contract extension review process. The Universities shall determine whether the requested price increase or an alternate option shall be in the best interest of the Universities. At the Universities' sole discretion, the Contractor may also propose a reduction to the contracted commission rate while maintaining the same level and quality of service. If the Universities determine that the reduced rate is in their best interest, the revised rate may be accepted.

53. Liquidated Damages. The Universities and the Contractor agree that in the event that the Contractor fails to perform under this Contract, the Universities shall be damaged. The extent of the damage is very difficult to calculate. Therefore, the Contractor agrees to pay the Universities’ liquidated damages if the agreed upon delivery and installation dates shall not be met and liquidated damages are specified on the purchase order.

54. Service Marks and Trademarks. For purposes of this provision, the phrase "the Universities’ Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the Universities. Contractor agrees to comply with the Universities’ trademark licensing program concerning any use or proposed use by Contractor of any of the Universities’ Mark on goods, in relation to Services, and in connection with advertisements or promotion of Contractor or its business. Except as expressly authorized in this Contract, Contractor is not permitted to use any of the Universities’ Mark without prior written approval of the Universities. Prior to any use of the Universities' Mark by Contractor or its affiliates or successors or assigns, Contractor will comply with the Universities' Licensing Policy.

54.1. NAU specific: http://nau.edu/licensing.

54.2. ASU specific: https://brandguide.asu.edu/brand-elements/trademarks-licensing

54.3. UA specific: https://licensing.arizona.edu/

55. Advertising/Publishing. Contractor shall not advertise or publish without the Universities' prior consent, the fact that the Universities have entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes.

56. Weapons. The Universities prohibit the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the Universities or its affiliated or related entities, in all the Universities residential facilities (whether managed by the Universities or another entity), in all the Universities' vehicles and at all the Universities or the Universities-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the Universities' Police Departments. Notification by Contractors to all persons or entities who are employees, officers, subcontractors, Contractors, agents, guests, invitees, or licensees of Contractor Parties of this policy is a condition and requirement of the Contract. Contractor further agrees to enforce this contractual requirement against all Contractor Parties.

57. Tobacco Free. The Universities recognize that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable, and productive living, learning and working environment. Use of all tobacco products, including those not approved by the FDA for cessation is prohibited on the Universities' property, facilities, grounds, parking structures, the Universities-owned vehicles, and structures owned or leased by the Universities. This includes, but is not limited to, the use of cigarettes, e-cigarettes, hookah, e-hookah, chew, dip, snuff, cigars, pipes, vaporizers, etc. For additional information, go to –

57.1. NAU specific: http://nau.edu/Tobacco-Free/Policy/.

57.2. ASU specific: ASU Tobacco-Free Policy https://policy.asu.edu/#doc1547140

57.3. UA specific: https://policy.arizona.edu/ethics-and-conduct/smoking-and-tobacco-policy

58. Essence of Time. Time shall be of the essence as to matters related to this Contract.

59. Entire Agreement. This Contract, together with any amendments hereto, the Information Security and Privacy Addendum, Exhibit A (Scope of Work), Exhibit B (Pricing), Request for Proposal L192612, including all addenda thereto, Contractor's Proposal, and any written clarifications accepted by the University (collectively, the "Contract Documents"), constitute the entire agreement between the parties and supersede all prior or contemporaneous discussions, negotiations, representations, understandings, and agreements, whether oral or written, relating to the subject matter hereof.. In the event of any conflict, inconsistency, or ambiguity among the Contract Documents, the order of precedence set forth in this Contract shall govern. No course of dealing, usage of trade, or course of performance shall be used to modify, supplement, or interpret the Contract Documents. Any modification to this Contract must be in writing and executed by authorized representatives of the parties.

60. Federal Funding Provisions. If a purchase order issued for a Service performed under this

Contract involves the use of United States federal funds, including from a government grant or funds from a subcontract at any tier relating to a federal government grant, the following terms apply to the Contract:

a. Byrd Anti-Lobbying Amendment. If the Contract is for $100,000 or more, Contractor will file the certifications required by 31 U.S.C 1352 and associated regulations. Each tier certifies to the tier above that it will not or has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by31U.S.C. 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining a federal award. Such disclosures are forwarded from tier to tier up to the Universities.

b. Debarment & Suspension. Contractor represents and warrants that neither it nor any of its subcontractors supplying the Services have either directly or indirectly or through subcontractors, been suspended, debarred, or otherwise excluded from participation in or penalized by any federal or state procurement, non-procurement, or reimbursement program. Contractor affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing work under the Contract. Contractor will provide immediate written notice to the Universities upon learning that it or any of its subcontractors are under any investigation or proposed action that could result in such exclusion, suspension, or debarment.

c. Rights to Inventions Made Under a Contract. If this Contract is a “funding agreement” under 37 CFR 401.3, the Parties agree to incorporate by this reference the standard patent rights clause found in 37 CFR 401.14 and any implementing regulations issued by the awarding agency.

d. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. To the extent any of the provisions of 2 CFR Appendix II to Part 200 apply to this Contract, such provisions are incorporated by reference.

61. Government Subcontract Provisions. If a purchase order issued for a Service performed under this Contract is a subcontract under a U.S. government prime contract, the clauses referenced below of the Federal Acquisition Regulations (FAR) and the Defense Federal Acquisition Regulations (DFAR), or the Armed Services Procurement Regulations (ASPR) are incorporated into the Contract by this reference. Each regulation contains criteria for determining applicability of the regulation to a particular contract.

In the following clauses, the terms "Government" and "Contracting Officer" will mean the Universities; the term "Contract" will mean the Contract and the term “Contractor" will mean Contractor. Contractor will comply with all applicable federal laws and regulations, including but not limited to Uniform Guidance (2 CFR Part 200) and Debarment and Suspension (45 CFR 620).

For purchases funded with federal funds, the following provisions are incorporated into the Contract by reference where applicable and form a part of the terms and conditions of the Contract. Contractor agrees to flow down all applicable clauses to lower-tier entities.

Federal Acquisition Regulations (FAR)**

52.202-1 Definitions
52.203-3 Gratuities
52.203-5 Covenant Against Contingent Fees

52.203-6 Restrictions on Subcontractor Sales to the Government52.203-7 Anti-Kickback Procedures
52.203-12 Limitation on Payments to Influence Certain Federal Transactions
52.204-2 Security Requirements
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
52.204-26 Covered Telecommunications Equipment or Services-Representation.
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.211-15 Defense Priority and Allocation Requirements 52.214-27
Price Reduction For Defective Cost or Pricing Data 52.215-1
Instructions to Contractors—Competitive Acquisition. 52.215-2
Audit and Records - Negotiation
52.215-12 Subcontractor Cost or Pricing Data
52.215-13 Subcontractor Cost or Pricing Data – Modifications 52-
215-14 Integrity of Unit Prices
52-219-8 Utilization of Small Business Concerns 52-
219-9 Small Business Subcontracting Plan
52.222-1 Notice to the Government of Labor Disputes
52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation
52.222-6 Davis-Bacon Act [Construction Wage Rate Requirements]
52.222-20 Walsh Healey Public Contracts Act [Contracts for Materials, Supplies, Articles, and Equipment Exceeding
$15,000.]
52.222-21 Prohibition of Segregated Facilities
52.222-26 Equal Opportunity
52.222-35 Equal Opportunity for Veterans
52.222-36 Equal Opportunity for Workers with Disabilities
52.222-37 Employment Reports on Veterans
52.222-40 Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.222-41 Service Contract Act of 1965, as Amended
52.222-50 Combating Trafficking in Persons
52.223-3 Hazardous Material Identification and Material Safety Data
52.223-6 Drug-Free Workplace
52.225-1 Buy American Act – Supplies
52.225-13 Restrictions on Certain Foreign Purchases
52.227-1 Authorization and Consent (Alt I in all R&D)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3 Patent Indemnity
52.227-10 Filing of Patent Applications--Classified Subject Matter
52.227-11 Patent Rights – Ownership by the Contractor (Alt I-V)
52.227-13 Patent Rights - Ownership by the Government
52.227-14 Rights in Data – General
52.233-1 Disputes
52.242-1 Notice of Intent to Disallow Costs52.242-15 Stop-work order
52.243-1 Changes - Fixed Price (43.205 (a) (1) Alts may apply)
52.243-2 Changes - Cost Reimbursement (43.205 (b) (1) Alts may apply)
52.244-2 Subcontracts
52.244-5 Competition in Subcontracting 52.244-
6 Subcontracts for Commercial Items

52.245-2 Government Property – Installation Operation Services
52.246-15 Certificate of Conformance
52.247-63 Preference for U.S. Flag Air Carriers
52.247-64 Preference for U.S. Flag Commercial Vessels
52.249.1 Termination for Convenience of the Government (Fixed Price) less than simplified acquisition threshold
52.249-2 Termination for Convenience of the Government (Fixed Price) more than simplified acquisition threshold
52.249.4 Termination for Convenience of the Government (Services)
52.249-5 Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.249- 14 Excusable Delays

Defense Federal Acquisition Regulations (DFAR)** DFAR CIT. TITLE
252.203-7001 Prohibition on Persons convicted of Fraud or Other Defense-Contract-Related Felonies
252.222- 7000 Restrictions on Employment of Personnel
252.225-7000 Buy American Act and Balance of Payments program
252.227-7013 Rights in Technical Data and Computer Software 252.227-
7016 Rights in Bid or Proposal Information
252.227-7018 Rights in Noncommercial Technical Data and Computer Software
252.227-7019 Validation of Asserted Restrictions – Computer Software
252.227-7037 Validation Technical Data 252.243-
7001 Pricing of Contract Modifications
252.244-7000 Subcontracts for Commercial Items and Commercial Components

*Full text of the FAR clauses can be found at http://www.arnet.gov/far
**Full text of the DFAR clauses can be found at http://farsite.hill.af.mil/VFDFARs.htm

SIGNATURES ON FOLLOWING PAGE

WHEREFORE, the parties have executed this Contract on the date set forth below.

ARIZONA BOARD OF REGENTS for and on behalf of The University of Arizona	OFFEROR
By	By
Name	Name
Title	Title
Date	Date:

SAMPLE EXHIBIT A TO CONTRACT FOR GOODS AND/OR SERVICES

Scope/Description of Services

[Exhibit A will be the agreement of the parties based on the RFP process].

SAMPLE EXHIBIT B TO CONTRACT FOR GOODS AND/OR SERVICES

Pricing

[Exhibit B will represent pricing resulting from the RFP process].

Information Security and Privacy Addendum

This Information Security and Privacy Addendum ("ISPA") is between the Arizona Board of Regents on behalf of The University of Arizona, Northern Arizona University, and Arizona State University ("University") and

[VENDOR] ("Vendor") and is hereby incorporated into the Agreement between the parties dated [DATE] (the "Agreement"). Vendor is providing [description of services] (the "Services"), and by doing so, adds the following terms and conditions as an addendum.

1. Definitions Capitalized terms used but not defined in this ISPA have the same meanings as set out in the Agreement.

Network means any University network to which Vendor is provided access in connection with the performance of Services under the Agreement and/or any Vendor network that may access University Data.

Process or Processing means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmitting, disseminating or otherwise making available, alignment or combination, restriction, erasure or destruction.

Personal Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, device, or household.

Security Incident means any accidental, attempted, unlawful, or unauthorized destruction, alteration, disclosure, misuse, loss, theft, access, copying, modification, disposal, compromise, or access to University Data or any act or omission that compromises or undermines the physical, technical, or administrative safeguards put in place by Vendor in Processing University Data or otherwise performing the Services.

System means any desktop or laptop, mobile device, server and/or storage device that, (i) is involved in the performance of the Services, (ii) may be used to access a Network, or (iii) may access or store University Data.

University Data means any and all data, information, text, graphics, works, and other materials that are collected, loaded, stored, accessible, transferred through and/or accessed by Vendor or provided to Vendor by University. This includes the use of University's Systems and Network and also includes, but is not limited to: (1) all of the deliverables, reports, or materials from the Services; (2) all University information and materials that Vendor develops or acquires prior to, or independently of, the Agreement; (3) and any Personal Information pertaining to University end users, students, staff, patients or any other individuals identified in materials provided to or made accessible to Vendor by University. University Data is Confidential Information.

2. Restrictions on University Data Use

a. Vendor represents and warrants that it will only collect, access, use, maintain, and Process University Data for the sole and exclusive purpose of providing the Services in the Agreement, and may not retain, collect, use, or disclose the University Data for any purpose other than performing the Services. Vendor may not share or sell the University Data for any reason or disclose the University Data to any third party except to provide the Services specified in the Agreement.

b. Upon termination or expiration of the Agreement or upon written request from University, whichever comes first, Vendor will ensure that its Representatives (as defined below), immediately cease all use of and return to University or, at the direction of University, destroy all such University Data provided under this Agreement. If University elects for destruction, Vendor must certify in writing to University that such University Data has been destroyed in a manner that renders it unrecoverable. If Vendor is required by law to retain any University Data, Vendor must notify University of such requirement in writing and will maintain the confidentiality of such University Data and may not use University Data for any purpose other than as required by law.

c. Vendor will limit access to University Data to its employees, contractors, subcontractors, and/or agents ("Representatives") whose access is necessary to carry out the Services and will ensure those Representatives keep all University Data confidential. Vendor will inform all Representatives of the confidential nature of University Data, and all Representatives will be bound by confidentiality agreements with similar or greater confidentiality and security obligations as Vendor provides to University in the Agreement. Vendor agrees to be legally and financially liable for any breach of this ISPA, or unauthorized disclosure or misuse of University Data by its Representatives. The access rights of any Representatives will be removed immediately by Vendor upon termination of their employment or contract or adjusted when such access is no longer necessary. Unless expressly consented to by University in writing, Vendor will host and only allow access to University Data from within the United States.

d. If Vendor and its Representatives will have access to University Data, Systems, or Networks, Vendor must ensure that its Representatives have undergone annual privacy and security training and adhere to Vendor's policies and procedures that relate to privacy and security.

e. If Vendor is contacted by a third party with a request, inquiry, or complaint regarding University Data, Vendor will promptly (a) and in any event within two (2) calendar days, provide University with written notice of such request, inquiry or complaint to security@arizona.edu; and (b) provide University all reasonable cooperation, assistance, information and access to such data in its possession or control as is necessary for University to respond to such request, inquiry or complaint. Vendor will not respond to such request, inquiry or complaint unless so instructed in writing by University.

3. Data Privacy and Security

a. Vendor agrees to implement and maintain administrative, technical, physical, and operational safeguards in accordance with industry best practices at a level sufficient to secure University Data. Vendor represents and warrants that its security program is grounded in a recognized industry framework (e.g., NIST SP 800-53, ISO/IEC 27001) and is commensurate with the sensitivity of the University Data being Processed.

b. Vendor agrees to maintain the following enterprise controls for any Networks or Systems that host, Process, or provide access to University Data:

i. Asset and Information Management. Vendor will maintain and enforce policies and controls that include, without limitation, asset inventory/management, encryption (in transit and at rest), storage of data on portable hardware, and third-party access to and use of University Data.

ii. Human Resources Security. Vendor will maintain and enforce a policy that addresses human resources security for all Representatives accessing University Data. Vendor will conduct background checks and not utilize any individual to fulfill the obligations of this Agreement if such individual has been convicted of any crime involving dishonesty or false statement including, but not limited to fraud and theft, or otherwise convicted of any offense for which incarceration for a minimum of one (1) year is an authorized penalty. Any such individual may not be a "Representative" under this Agreement

iii. Physical Security. All facilities used by or on behalf of Vendor to store and process University Data will implement and maintain administrative, physical, technical, and procedural safeguards in accordance with industry best practices at a level sufficient to secure University Data from a Security Incident. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event, less than reasonable in view of the type and nature of the data involved.

iv. Data and System Access Controls. Vendor will maintain and enforce policies and controls that include, without limitation, role-based permissions for access to University Data (using a principle of least privilege), restrictions on copying or removing data from an authorized network or system, strong password protocols (i.e., complexity requirements, mandatory changes, restrictions on sharing, etc.), and multi-factor authentication for all access to Vendor's network or systems. Vendor will trace approved access to ensure proper usage and accountability, and the Vendor will make such information available to the University for review, upon the University's request and not later than five (5) business days after the request is made in writing.

v. Availability Control. Vendor will take industry-standard steps to ensure that University Data is available when requested by University. Additionally, Vendor must take steps to protect against accidental destruction or loss of University Data, including, without limitation, anti-virus software; firewalls; network segmentation; user of content filter/proxies; interruption-free power supply; threat detection and prevention; regular generation of and testing of back-ups; hard disk mirroring where required; fire safety system; water protection systems where appropriate; business continuity and emergency plans; and air-conditioned server rooms.

vi. Network Security. Vendor will carry out updates and patch management for all systems and devices in a timely manner, applying security patches within five (5) business days or less based on reported criticality. Updates and patch management must be deployed using an auditable process that can be reviewed by the University upon the University's request and not later than five (5) business days after the request is made in writing. An initial report of patch status must be provided to the University prior to the effective date of the Agreement. Vendor will maintain documented operating procedures and technological controls to ensure the effective management, operation, and security of Vendor's Network, including, without limitation, an up-to-date Network diagram, wireless encryption protocols, and adequate remote access protocols.

vii. Logging and Monitoring. Vendor will comply with relevant security best practices for the monitoring and logging of its Networks, applications, and Systems. Logs will be kept for the duration of the Agreement or Vendor's record retention policy, whichever is longer.

viii. Change Management and Web Applications. Vendor will use secure development and coding standards in accordance with industry standards. Vendor's web applications must meet OWASP Application Security Verification Standards (ASVS). Vendor will perform adequate testing prior to releasing updates, modifications, or new functionality to software.

4. Data Security Incident

a. Vendor will maintain, update and document an Incident Response Plan ("IRP"), and will manage, document, review, investigate and resolve all Security Incidents in accordance with the IRP.

b. Vendor agrees to notify University of a Security Incident at security@arizona.edu as soon as reasonably practicable and without undue delay. Such notice must include (i) a description of the incident, including the type of incident (e.g., theft, loss, improper disclosure, unauthorized access), location of the incident (e.g., laptop, desktop, paper), how the incident occurred, the date the incident occurred, and the date the incident was discovered; (ii) a description of the type of University Data involved (e.g., user data, intellectual property, etc.); (iii) a description of the potentially impacted individuals; (iv) a description of the actions taken in response to the Security Incident (e.g., additional safeguards, mitigation, sanctions, policies, and procedures); and (v) all other information reasonably requested by University or necessary to provide notice to individuals and/or regulators, including a forensic report summarizing the findings of a forensic investigation. University acknowledges that certain information may not be immediately available and can be provided on a rolling basis as it is discovered (within 72 hours of discovery).

c. In facilitating the investigation and remediation of a Security Incident, Vendor will cooperate fully with University. Vendor may not inform any third party of any Security Incident without first obtaining the University's written consent, except as may be required by law. Vendor agrees to reimburse University for reasonable costs and expenses incurred (including legal fees) in responding to, remediating, and/or mitigating damages caused by a Security Incident or in following up on a complaint by an individual or a regulator. Vendor will take all necessary and appropriate corrective actions, including as may be reasonably instructed by University, to remedy or mitigate any Security Incident.

5. Audit and Testing

a. Vendor will complete one of the following audits at least annually and immediately after any actual or reasonably suspected Security Incident: SOC 2 Type II, SOC for Cybersecurity, or an accepted Higher Education Cloud Vendor Assessment Toolkit (https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit)..

b. Vendor agrees to conduct and provide to University a Data Protection Impact Assessment ("DPIA") or an independent audit report, if reasonably requested by University.

c. Vendor represents and warrants that, prior to the Effective Date and on an ongoing basis throughout the Term and whenever a change is made which may impact the confidentiality, integrity, or availability of University Data, and in accordance with industry standards and best practices, Vendor will, at its expense, perform scans for unauthorized applications, services, code and system vulnerabilities on the Networks and Systems used to perform Services related to this Agreement ("Security Tests"). Vendor will provide the University the reports or other documentation resulting from the audits, certifications, scans, and tests within five (5) business days of Vendor's generation or receipt of such results. If any critical finding is identified, Vendor agrees to notify the University and remediate the critical finding within thirty (30) days. Any critical finding not remediated within thirty (30) days must be reported to University at security@arizona.edu. All other findings must be remediated within ninety (90) days. At University's request, Vendor will promptly provide written attestation that required Security Tests, independent audits, and/or a DPIA have been conducted either by a qualified Representative or by a third party in the prior twelve (12) months. The University may require the Vendor to perform additional audits and tests, the results of which will be provided to the University within five (5) business days of the Vendor's receipt of such results.

d. Vendor agrees to take reasonable steps to assist University in maintaining the accuracy of such University Data under the control of Vendor, including synchronizing relevant Systems, databases, or applications, as deemed necessary by University. The University reserves the right to, at a minimum, an annual, review of: Vendor's access reports related to access to University Data; Vendor's patch management process, schedules, and logs; findings of vulnerability scans and/or penetration tests of Vendor Systems; and Vendor development standards and processes.

6. International Transfers

a. Vendor shall not transfer, access, or Process Personal Information outside its country or jurisdiction of origin without the University's prior written consent. Where the University provides such consent, Vendor agrees to implement all necessary legal mechanisms in the relevant jurisdiction to ensure the lawful transfer of Personal Information including, where applicable, the EU Standard Contract Clauses, UK International Data Transfer Addendum or UK International Data Transfer Agreement, or other mechanisms required by applicable local data protection laws. To the extent any of these legal mechanisms require completion of relevant modules or annexes (e.g. the EU Standard Contract Clauses), the parties will work in good faith to populate the appropriate information and attach an executed version to this ISPA.

7. Miscellaneous

a. Vendor's obligations under this ISPA will survive the termination or expiration of the ISPA and will apply so long as Vendor may access or be in possession of University Data, Network, or Systems. Any requirements imposed on Vendor in this ISPA shall apply to any of Vendor's subcontractors. Following the termination of the Agreement for any reason, Vendor agrees to provide transition services for the benefit of University, including a month-to-month extension (not to exceed ninety (90) days) for the continued provision of its Services and reasonable assistance with the transfer of University Data. The parties agree to take such reasonable actions as are necessary to amend this ISPA from time to time is necessary for the parties to comply with applicable privacy laws. In the event of inconsistency between the Agreement and the ISPA, the ISPA shall govern.

The parties have executed and delivered this ISPA effective as of [Date].

The University of Arizona	Vendor
By:	By:____
Name:	Name:______________________________________
Date:	Date:______________________________________