REQUEST FOR PROPOSAL
RFP No.: L342607

Phase 1 Clinical Trial Services — First-in-Human Single and Multiple Ascending Dose (SAD/MAD) Study in Healthy Volunteers

ISSUED BY:
Supply Chain Services

FOR:
Office of Physiology

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

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

Thursday, September 3, 2026, by 2:30 PM MST

Click to view opportunity
Click here for Supplier Registration to the Portal

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

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SOLICITATION SCHEDULE

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

Solicitation Milestone	Proposed Date
RFP Issued	Monday, August 17, 2026
Deadline for Questions from Supplier	Tuesday, August 25, 2026, by 2:00 PM MST
Answers to Supplier Questions (estimated)	Thursday, August 27, 2026, by 5:00 PM MST
RFP Response Submittal Deadline	**Thursday, September 3, 2026, by 2:30 PM MST**
Final Review and approvals (completed by)	September 2026

NOTE: The University reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFQ and issued via email for your convenience.

Section 1 – Introduction

1.1 Summary

The Arizona Board of Regents (ABOR), on behalf of the University of Arizona (the "University"), is soliciting proposals from qualified contract research organizations (CROs) to conduct a Phase 1, first-in-human, randomized, double-blind, placebo-controlled single-ascending-dose (SAD) and multiple-ascending-dose (MAD) study of the investigational drug PNA5 (immediate-release subcutaneous formulation) in healthy adult volunteers, under an active United States Investigational New Drug (IND) application. The study supports development of a therapy for vascular contributions to cognitive impairment and dementia (VCID). The study is funded under a multi-year National Institutes of Health (NIH) cooperative agreement (UG3/UH3 mechanism), and the selected Vendor must be able to support milestone-based contracting and invoicing across multiple NIH budget periods.

1.2 Contract Term

University anticipates that the term of the Agreement will be at least for two NIH budget periods (12 months). The Agreement term and milestone schedule shall accommodate the flexibility requirements in ***Section 4.2***, including Sponsor-directed pauses, delays, accelerations, and optional cohorts. Further, the University reserves the right to extend the contract term on a month-to-month basis, not to exceed three (3) months upon the expiration of the initial term and any successive renewal term. Contractor will be required to enter into an agreement with University in the form of University's purchase order ("PO"), or the agreement format as required, in accordance with University policy.

1.3 Background & Special Circumstances

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

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

The Department of Physiology houses several programs that serve as incubators for research development and collaboration across the university and beyond. The Department is committed to supporting its faculty members to lead or participate in large-scale, team-science, programmatic research that addresses major challenges in biological, biomedical, and medical sciences.

Faculty, staff, postdoctoral fellows, and graduate and undergraduate students in the Department of Physiology are engaged in groundbreaking studies of the physiology and pathophysiology of cardiovascular, respiratory, nervous, renal, endocrine, metabolic, reproductive, visual, and other systems.

The faculty in the Department collaborate with investigators from across the university and the world. Ample opportunities exist for interaction with other investigators through participation in numerous institutes and centers at the College of Medicine, UA Health Sciences, and the university.

Section 2 – Scope of Work, Technical Requirements and Deliverables

2.1 Objectives

The University seeks a full-service Phase 1 CRO to design support, manage, and conduct a first-in-human (FIH), randomized, double-blind, placebo-controlled SAD and MAD study of PNA5, an immediate-release subcutaneous (SC) investigational drug, in healthy adult volunteers under an active U.S. IND. The primary objective is to determine the safety and tolerability profile of PNA5 administered as single ascending doses and as multiple ascending doses; secondary objectives are to characterize PK and pharmacodynamics (PD) and to support an assessment of immunogenicity. The complete clinical protocol and schedule of assessments are provided as ***Exhibit A and Exhibit B (included as separated attachments)*** and govern the conduct of the study; the summary below is provided for proposal-pricing purposes and does not supersede the protocol.

The study is conducted under an active U.S. IND; the IND number and cross-referenced regulatory documentation will be provided to the selected Vendor. The Sponsor (University of Arizona) will supply PNA5 drug product and matching placebo (vehicle). The investigational product is administered subcutaneously and has a short plasma half-life (approximately 20 minutes per nonclinical toxicokinetics), requiring intensive early PK sampling.

2.2 Excluded Scope

Pharmacokinetic (PK) bioanalytical testing and immunogenicity (anti-drug antibody) testing are excluded from this RFP. PK bioanalysis will be performed by the University's designated bioanalytical laboratory (MZBio); immunogenicity testing will be performed by a separate laboratory (NorthEast Bio) procured under a separate solicitation. The selected Vendor is responsible for biological-sample collection, processing, storage, and shipment to those laboratories and for integration of returned data, as further described herein in ***Section 2.***

2.3 Study Design Summary

2.3.1 Part 1 — Single Ascending Dose (SAD)

FIH, double-blind, placebo-controlled SAD study in healthy adults aged 18–55 (BMI 18.0–30.0, ≥45 kg); up to 40 randomized participants in 5 cohorts of 8 (6 active : 2 placebo); single SC dose per participant. Sentinel dosing (1 active : 1 placebo) precedes each cohort by a minimum 24 hours; remaining participants are dosed in a staggered fashion (no more than 3 at a time) with an approximate 24-hour gap. Each cohort is reviewed for safety, tolerability, and available PK/PD prior to escalation. Confinement is approximately 6 days (about 96 hours post-dose); follow-up on Day 14 (±2). Cohorts may be added or removed.

Cohort	Planned dose (SC)	Active	Placebo
1	2.5 mg	6	2
2	5 mg	6	2
3	10 mg	6	2
4	20 mg	6	2
5	30 mg	6	2
Total	**—**	**30**	**10**

Figure 1. Dose levels for Cohorts 2–5 are confirmed by review of safety, tolerability, and available PK/PD from preceding cohorts.

2.3.2 Part 2 — Multiple Ascending Dose (MAD)

FIH, double-blind, placebo-controlled MAD study in healthy adults; up to 24 randomized participants in 3 cohorts of 8 (6 active : 2 placebo); SC dosing once daily for 7 days. Planned doses are 7, 10.5, and 14 mg/day (adjusted based on SAD results; Cohorts 2–3 not greater than twice the starting dose). Sentinel and staggered dosing as in the SAD. The MAD begins only after review of all SAD safety, tolerability, PK, and PD data. Confinement is approximately 10 days (about 48 hours after the last dose); follow-up on Day 14 (±2).

Cohort	Planned dose (SC, daily × 7 d)	Active	Placebo
1	7 mg/day	6	2
2	10.5 mg/day	6	2
3	14 mg/day	6	2
Total	**—**	**18**	**6**

Figure 2. Site: one (1) clinical site in the United States. Endpoints: safety/tolerability (primary); PK, PD, and immunogenicity (secondary). Intensive PK sampling is required given the short half-life (see Exhibit A for the full sampling schedule and schedule of assessments).

2.4 CRO (Contract Research Organization) Scope of Services

The Vendor shall provide full-service Phase 1 clinical conduct and supporting services, including but not limited to:

- Clinical conduct at the Vendor's own U.S. Phase 1 clinical pharmacology unit, including healthy-volunteer recruitment, screening, enrollment, confinement, sentinel and staggered dosing, and discharge per the protocol.
- Principal Investigator, qualified sub-investigators, study physicians, and 24/7 medical and emergency coverage at the unit.
- Regulatory and ethics support: protocol and informed-consent finalization support; single IRB submission and maintenance; site regulatory documentation; support to the Sponsor/IND holder for IND maintenance, safety reporting, and annual reporting; and ClinicalTrials.gov registration/results support as directed.
- Receipt, accountability, storage, preparation, and dispensing of Sponsor-supplied PNA5 drug product and matching placebo through a licensed investigational drug service; randomization and maintenance of the blind; injection-site assessment.
- Safety assessments per protocol: vital signs; 12-lead ECG and continuous cardiac telemetry as specified; clinical laboratory testing (hematology, including flow cytometry for WBC subsets; clinical chemistry; urinalysis; creatinine clearance); thrombophilia and other screening labs; pregnancy testing; the Columbia-Suicide Severity Rating Scale (C-SSRS); and adverse-event / serious-adverse-event monitoring and reporting.
- Collection, processing, labeling, storage (including −80 °C as required), and shipment of PK, PD, and immunogenicity biological samples to University-designated laboratories, with full chain-of-custody documentation (see Section 5.4). PK samples are collected into protease-inhibitor (peptidase-inhibitor) collection tubes and processed to maintain analyte stability per the protocol.

- Pharmacovigilance and expedited safety reporting (SAEs, SUSARs) to the Sponsor and, as delegated, to FDA and the IRB, within required timelines.

- Safety Review Committee (SRC) facilitation: assembly and presentation of cohort safety/tolerability/PK review packages, dose-escalation recommendation packages, and decision documentation; in particular, a SAD Cohort 1 review package as a Budget Period 1 deliverable (Section 5.5).

- Clinical data management (validated EDC / eCRF, 21 CFR Part 11 compliant), biostatistics, and PK parameter computation and reporting using analyte concentrations provided by MZBio (e.g., C_{max}, C_{min}, T_{max}, t½, AUC), including population-PK support to flag exposure outliers.

- Medical writing: protocol amendments as needed, informed-consent forms, SAD clinical study report (CSR), MAD CSR, and an integrated final clinical study report.

- Project management with a single point of contact; project plan, communication/RACI plan, action tracker, and regular (at least monthly) status reporting; Trial Master File maintenance; and GCP monitoring and audit/inspection readiness.

2.5 Coordination with University-Designated Laboratories

PK bioanalysis and immunogenicity testing are excluded from this RFP and from the Vendor's pricing. The Vendor is responsible for all sample logistics and data integration with the following University-designated laboratories:

2.6 Pharmacokinetic Bioanalysis — MZBio

All PK plasma samples will be analyzed by the University's designated bioanalytical laboratory, MZBio. The Vendor shall collect, process, store, and ship PK samples to MZBio per the protocol and shall coordinate an expedited (rapid-turnaround) analytical workflow whereby MZBio returns analyte concentration data to the Vendor in time to inform cohort-by-cohort dose-escalation decisions. The Vendor shall incorporate MZBio-provided concentration data into PK parameter calculations and into the SRC cohort review packages. Bioanalytical assay development, validation, and sample-analysis costs are not part of this RFP. The Vendor shall describe its proposed sample-logistics plan, chain-of-custody, shipment cadence, and data-integration approach, and shall include the project-management and sample-handling effort required to coordinate with MZBio.

2.7 Immunogenicity Testing — NorthEast Bio

Immunogenicity (anti-drug antibody, and reflex neutralizing-antibody) testing will be performed by NorthEast Bio under a separate University solicitation. The Vendor shall collect, process, store, and ship immunogenicity samples to NorthEast Bio per the protocol and shall integrate returned results into safety reporting. The Vendor shall not perform immunogenicity assays. The Vendor shall describe its sample-logistics and data-integration plan for immunogenicity samples.

The University will facilitate coordination among the Vendor, MZBio, and NorthEast Bio. The Vendor shall include reasonable coordination and project-management effort for three-party data exchange in its pricing ***Section 4.***

2.8 Deliverables

Deliverables include, at minimum:

- Project management plan, communication/RACI plan, and integrated study timeline mapped to

the two budget periods (Budget Period 1).

- Final protocol-support documentation, IRB approval, informed-consent forms, and activated clinical site (Budget Period 1).
- Validated study database / EDC build and data-management plan (Budget Period 1).
- SAD Cohort 1 execution and SAD Cohort 1 safety/PK review package (Budget Period 1).
- Cohort-by-cohort SRC dose-escalation packages for remaining SAD and all MAD cohorts (Budget Period 2).
- PK sample logistics and integrated PK data (using MZBio concentrations); immunogenicity sample logistics to NorthEast Bio (both periods).
- SAD clinical study report; MAD clinical study report; and integrated final clinical study report (Budget Period 2).
- Trial Master File and all source and study data delivered to the University.

2.9 Mandatory Technical Requirements

In addition to the Limiting Criteria in Section 3.7.3, the Vendor shall confirm in its proposal that it: (a) operates an in-house U.S. Phase 1 clinical pharmacology unit with adequate beds, an investigational drug pharmacy, and advanced cardiac life support; (b) has conducted FIH SAD/MAD studies with sentinel/staggered dosing and SRC-based dose escalation; (c) can perform intensive early PK sampling consistent with a short-half-life compound; (d) maintains 21 CFR Part 11-compliant systems and a documented quality/GCP program; and (e) can coordinate sample logistics and data exchange with MZBio and NorthEast Bio on the timelines required for dose escalation.

Section 3 – Proposal Instructions and Response Requirements

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

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

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

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

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

electronic copy of the response.

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

3.2 Proposal Response and Organization

3.2.1 Response must be signed by Respondent's company official(s) authorized to commit such response. Failure to sign and return these forms may subject your response to disqualification.

3.2.2 Response to this solicitation must include a response to the requirements set forth in GEP (Quantum).

3.2.3 The University reserves the right, without prior notice and without liability, to reject any proposal that it deems overly complex, disorganized, or difficult to evaluate. Such determination shall be made in the University's sole discretion and without form, or consultation with, any other party.

3.2.4 Responses must be submitted to the University via the official University procurement portal (GEP/Quantum) noted in the solicitation prior to the due date. Electronic response files should clearly indicate the company name on the file. Respondents shall upload files individually and not upload folders.

3.2.5 Respondent must submit all material identified in the proposal response requirements electronically as individual and separate documents. The responses will be timed, dated, and secured for the solicitation opening. Responses are held until the submission date. Any Response received after the specified time and date noted on the project details page will not be considered under any circumstance.

3.2.6 University shall not be responsible for failure of electronic equipment or operator error. Late or otherwise non-responsive responses will not be considered.

3.3 Proposal Organization Requirements and Criteria for Evaluation

3.3.1 Executive Summary

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

3.4 Tab 1 - Respondents' Experience, Expertise, and Reputation (70%)

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

3.4.1 Provide a brief description of your firm, including years in business, the geographic area served, and the total number of your personnel related to providing the services of the type and kind required in this solicitation.

3.4.2 Depth and breadth of experience conducting first-in-human SAD and MAD studies in healthy volunteers, including sentinel dosing, staggered dosing, dose-escalation management, and Safety Review Committee processes; experience with subcutaneously administered and/or peptide

investigational products and with short-half-life, PK-intensive designs is preferred.

3.4.3 Highly qualified scientific, medical-monitoring, pharmacokinetic, regulatory, and project-management staff, with a single point of contact; 24/7 physician and emergency coverage at the clinical unit.

3.4.4 Quality systems and GCP compliance, including FDA inspection history and audit readiness.

3.4.5 Demonstrated ability to coordinate sample logistics and data exchange with University-designated bioanalytical (MZBio) and immunogenicity (NorthEast Bio) laboratories on the expedited timelines required to support cohort-by-cohort dose-escalation decisions.

3.4.6 Ability to support milestone-based, multi-budget-period contracting and the flexibility requirements in ***Section 4.2*** (pause, delay, acceleration, optional cohorts), with transparent associated costs.

3.4.7 Healthy-volunteer recruitment capability and proposed timeline.

3.4.8 Excellent record of on-time delivery of reports and deliverables; proactive responsiveness, problem-solving, and customer service; regular and frequent communication through a single point of contact.

3.4.9 Provide a list of any work that Respondent may have completed for the University of Arizona during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with University or as a subcontractor under an engagement.

3.5 Limiting Criteria (mandatory — Vendors that do not meet all of the following will not move on to the evaluation process):

3.5.1 The Vendor must operate its own Phase 1 clinical pharmacology unit (clinical research unit) located in the United States and staffed by the Vendor's own qualified personnel. Clinical conduct of the study (screening, dosing, confinement, safety monitoring, and discharge) must not be outsourced to a third party.

3.5.2 The Vendor must conduct the study in full compliance with FDA regulations applicable to IND studies (21 CFR Parts 11, 50, 54, 56, 312) and with ICH GCP (E6).

3.5.3 The Vendor must be willing and able to support milestone-based contracting and invoicing across multiple NIH budget periods, as described in Section 5.5, including a budget structured to the two budget periods defined therein.

3.5.4 The Vendor must be able to collect, process, store, and ship biological samples to University-designated laboratories (MZBio for PK; NorthEast Bio for immunogenicity) and integrate returned data, as described in ***Section 4.2***

3.6 Respondent's Response requirements *(included as separated attachments in the Attachment Section in GEP)*

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

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

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

3.6.4 For your review only **ATTACHMENT 3 – TERMS AND CONDITIONS** - (please include all omissions or

deviations, if applicable).

Section 4 – Price Response

4.1 Price Proposal/Cost (30%)

Vendors should complete all pricing information in GEP pricing Sheets, and upload any additional supporting documentation as needed to support the pricing request.

4.1.1 Vendors shall provide a detailed, milestone-based budget that maps every cost to Budget Period 1 or Budget Period 2 (***Section 4.2)*** and that supports the Sponsor's flexibility requirements. At a minimum, pricing shall be presented in the following structure, with unit costs that allow the University to add or remove cohorts:

Cost category	Basis / unit	Budget period
Startup (regulatory, IRB, site activation, database/EDC build)	Fixed (one-time)	Period 1
Project management	Monthly / by period	Periods 1 & 2
Recruitment & screening	Per participant screened / enrolled	Periods 1 & 2
SAD Cohort 1 execution	Per cohort / per participant	Period 1
SAD Cohorts 2–5 execution	Per cohort / per participant	Period 2
MAD Cohorts 1–3 execution	Per cohort / per participant	Period 2
Safety Review Committee / medical monitoring / cohort review packages	Per cohort / per period	Periods 1 & 2
Clinical data management, biostatistics, PK parameter analysis	By period / per deliverable	Periods 1 & 2
Sample logistics & shipping to MZBio (PK) and NorthEast Bio (immunogenicity)	Per cohort / pass-through	Periods 1 & 2
Medical writing (SAD CSR, MAD CSR, integrated report)	Per deliverable	Period 2
Pass-through costs (itemized; e.g., IRB fees, participant stipends, lab kits, shipping)	Pass-through + stated markup	Periods 1 & 2
Pause / reactivation costs and monthly carrying costs	Per event / monthly	As applicable

4.1.2 Vendors shall also provide: (i) a milestone-based payment schedule tied to the deliverables and budget periods in ***Sections 4.2 and 2.8***; (ii) per-participant and per-cohort unit costs for both SAD and MAD; (iii) costs to pause and to reactivate the study and monthly carrying costs during a pause; and (iv) a clear statement of all assumptions. Pricing shall EXCLUDE PK bioanalysis (MZBio) and immunogenicity assays (NorthEast Bio). Pricing information is not confidential or proprietary.

4.2 Multi-Year NIH Cooperative Agreement — Milestone-Based Contracting and Budget Periods

This project is supported by a multi-year NIH cooperative agreement. The selected Vendor must be willing to support milestone-based contracting and invoicing across multiple NIH budget periods. The Vendor's budget and payment schedule must be structured so that costs map to the two budget periods defined below, with milestone-based payments and clearly identified per-cohort and per-participant unit costs.

4.2.1 Budget Period 1 Activities

Expected activities may include:

- Startup activities
- Project management initiation
- Regulatory submissions
- Site activation
- Database setup
- Recruitment startup
- SAD Cohort 1 execution
- SAD Cohort 1 review package

4.2.2 Budget Period 2 Activities

Expected activities may include:

- Remaining SAD cohorts
- SAD completion
- SAD reporting
- MAD execution
- MAD reporting
- Final integrated reporting

4.2.3 Flexibility Requirements

The Sponsor reserves the right to:

- Pause enrollment
- Delay cohort initiation
- Accelerate enrollment
- Modify timelines
- Initiate optional cohorts

4.3 Based upon NIH funding availability, safety review outcomes, regulatory considerations, and Sponsor decisions. The Vendor shall identify all costs associated with temporary study pauses and reactivation, including monthly carrying costs during a pause.

Section 5 – General Information

6.1 In responding to this RFP, the Respondent accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any Respondent who demonstrates less than such understanding. Respondent will provide Services in accordance with all applicable law regulations, and professional standards.

6.2 Reservation of Rights

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

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

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

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

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

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

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

6.3 Commitment

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

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

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

Respondent's exceptions will be reviewed by University and may result in disqualification of Respondent's response as non-responsive to this RFP. If Respondent's exceptions do not result in disqualification of Respondent's response, then University may consider Respondent's exceptions when University evaluates the Respondent's response.
Respondents' silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

6.4 Required Signatures

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

6.5 Collusion Prohibited

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

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

6.6 Improper Business Relationships / Conflict of Interest Prohibited

In connection with this RFP, each Respondent shall ensure that no improper, unethical, or illegal relationships or conflict of interest exist between or among the Respondent, the University, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether Respondent disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

6.7 Anti-Kickback

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

6.8 Withdrawal or Modification

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

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

If the Respondent must submit proprietary information with the proposal, the Respondent shall ensure that it is enclosed in a separate redacted file from the proposal and that it is clearly designated and conspicuously labeled as such. The Respondent may submit a full PDF for the committee and a redacted file for proprietary and confidential information.

6.10 Effective Period of Proposals

Under this RFP, the University shall hold that Respondents' responses to this RFP shall remain in effect for a period of one hundred and eighty (180) days following the Due date, in order to allow time for evaluation, approval, and award of the contract. Any Respondent who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.

6.11 Actions of Successful Respondent

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

6.12 Advertising

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

6.13 Americans with Disabilities Act and Rehabilitation Act

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

6.14 Electronic and Information Technology

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

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

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

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

6.16 Services and Products

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

- Services provided include, but are not limited to:
- Education and Training
- Cultural and Athletic Events
- Vehicle Rentals
- Event Space and Lodging; and
- Parking and Transportation.
- Products include, but are not limited to:

- Office Equipment
- Office And Classroom Furniture; and
- Kiosks

6.17 Conflict of Interest

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

6.18 Drug Free Workplace

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

6.19 Equal Opportunity

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

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

Successful Respondent is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Respondent must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Respondent shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Respondent shall, at no expense to the University, procure and keep all such permits and licenses in force during the entire period of the Agreement.

6.21 Inspection and Audit

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

6.22 Liens

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

6.23 Modifications

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

6.24 Non-Discrimination

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

6.25 Sales and Use Tax

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

6.26 Prohibited Harassment

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

The University is committed to its Small Business Utilization Program and to the development of Small Business. If subcontracting is necessary, the Successful Respondent will make every effort to use Small Businesses in the performance of the Agreement.

6.27 Smoking and Tobacco Policy

This policy applies to the University of Arizona main campus in Tucson, the Arizona Health Sciences Center, the Phoenix Biomedical Center, the College of Applied Science and Technology (UA South) and all University vehicles. This policy applies to University students, faculty, employees, contractors, volunteers, and visitors on its campuses and in its vehicles. To view the complete policy, click on https://policy.arizona.edu/ethics-and-conduct/smoking-and-tobacco-policy. The Successful Respondent is expected to respect this tobacco free policy and fully comply with it.

6.28 Export Control

Each party shall comply with all applicable export control laws and economic sanctions programs. Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government. The parties will comply with U.S. export control and U.S. economic sanctions laws with respect to the export (including a deemed export) or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.

6.29 No Boycott of Goods or Services from Israel

If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least $100,000 and Supplier is engaged in for-

profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

6.30 No Forced Labor of Ethnic Uyghurs

To the extent required by A.R.S. § 35-394, Successful Respondent certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If the Successful Respondent becomes aware during the term of the awarded agreement that it is not in compliance with this written certification, it shall notify U o A within five (5) business days of becoming aware of the non-compliance.

6.31 Safety Standards

To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following guidance provided by OSHA, available at the following link https://www.osha.gov/common-respiratory-illnesses/covid-19. In addition, Contractor, Contractor employees, and/or subcontractors who will be performing work in University of Arizona locations, indoor or outdoor, must review and abide by the mask requirements listed at: https://covid19.arizona.edu/face-coverings

6.32 Arbitration

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

6.33 Travel

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