

THE UNIVERSITY OF ARIZONA®

Procurement and Contracting Services

Request for Proposals for a Prime Food Service Vendor for the Arizona Student Unions

Please mark all proposal submission
envelopes with the following information

**Sealed RFP # L061014 Due on November 2nd, 2009 at 2:00 P.M.
MST**



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For

REQUEST FOR PROPOSAL NO. L061014

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THE UNIVERSITY OF ARIZONA®

PROCUREMENT AND CONTRACTING SERVICES

REQUEST FOR PROPOSAL, RFP # L061014

1.0 STATEMENT OF WORK

The University of Arizona, a public organization, hereinafter referred to as “University” propose to contract with an organization, hereinafter referred to as “Vendor”, whereby the Vendor shall furnish and deliver Food and Food Service Related Supplies to the University.

The purpose of this Request for Proposal hereinafter referred to, as “RFP” is to establish an agreement with a full line food service distributor who can supply the product categories listed below. It is the intent of the University that the Vendor would be the primary supplier or “Prime Vendor” of a wide range of food and food service related supplies for various operations on the University campus. The University desires to minimize sources of supply and agrees to use the Vendor as the prime source of covered products. The intent is to purchase approximately 65% of the annual budget of food and food service related supplies for the participating University operations. The Vendor must reciprocally agree to provide total requirements and minimize the occurrences when the University may have to seek other interim product sources. The University does reserve the right to utilize a secondary vendor for food and food service related supplies if it is determined that it is in the best interest of the University to do so.

The University’s expectations are that the Vendor shall maintain a high quality program for warehousing and distribution to assure that first-in, first-out principles are used, product shelf life is maximized, products are free of damage, correct products and quantities are selected, and delivered at the correct price. Product discrepancies and complaints will be resolved and corrective action initiated, by the Vendor. FDA initiated food recalls will be promptly reported and salvaged products will not be used. It is critical to the University that an alliance be established with a Vendor who has a record of meeting contractual requirements and schedules, a record of reasonable and cooperative behavior, a commitment to customer satisfaction, and an overall business-like concern for the interests and success of the University.

1.1 COVERAGE AND PARTICIPATION. The intended coverage of this RFP, and any Agreement resulting from this solicitation shall be for the use of all Departments at the University. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution in Arizona, may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

- 2.1 ORIGINAL RFP DOCUMENT.** The Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.
- 2.2 UNIVERSITY DEMOGRAPHICS.** The University is one of the top 20 research universities in the nation, with a student enrollment of more than 38,000, a faculty and staff of over 14,400, and a 378-acre campus. The University is the largest employer in Pima County and the fourth largest in Arizona. A 1997 financial study estimated that the University's financial impact on the state is about \$2.1 billion. In fiscal year 2002-2003, the University's revenues totaled \$1.1 billion and expenditures totaled \$1 billion.

The University, a public, Land-Grant, research institution, has a three-fold mission of teaching, research and public service and is dedicated to preparing students for an increasingly diverse and technological world and to improving the quality of life for the people of Arizona and the nation. The University provides distinguished undergraduate, graduate and professional education; excels in basic and applied research, and creative achievement; and integrates these activities and achievements of regional, national and international significance into everyday life.

Dining Services on the University campus are provided by the Student Union, a nonprofit auxiliary of the University of Arizona. Operating 26 different retail outlets on campus, Dining Services provides service to 25,000 customers per day. In addition all athletic food concessions are operated by Student Union Dining Services. Finally most catering on campus is provided by Student Union Dining Services which typically services 3,000 events per year.

For any additional information about the University, please visit the University's Internet web page at: www.arizona.edu.

For any additional information about Student Union Dining Services, please visit the Student Union's Internet web page at: <http://union.arizona.edu/>.

- 2.3 SCHEDULE OF EVENTS.** The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University's needs.

09-18-09	Issuance of RFP
10-06-09	Pre-Proposal Conference (Mandatory)
10-06-09	Vendors Site Visit to University (Mandatory)
10-07-09	Technical Questions/Inquiries due by 12:00 PM, MST
11-02-09	RFP Closes at 2:00 PM, MST
Jan-01-10	Commence Service

2.4 PRE-PROPOSAL CONFERENCE. A **mandatory** pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP. Notification of attendance should be made to Tom Fiebiger C.P.M. at telephone # 520-621-5933, facsimile # 520-621-6602, e-mail address: fiebiger@u.arizona.edu

Date: October 6th, 2009
Time: 1:00 P.M. MST
Place: The University of Arizona
Memorial Student Union
Mesa Room

The University will not accept a proposal from any vendor who did not have a representative attend the mandatory pre-proposal conference.

The buyer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the buyer, there is a need for such conference(s) in order to promote competition.

2.5 PRE-PROPOSAL SITE VISIT. A **mandatory** pre-proposal site visit will be held immediately following the meeting noted above. Site visits are offered for vendors who intend to respond to this RFP. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation if the vendor does not acquaint themselves with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the project work.

Notification of attendance should be made to: Tom Fiebiger C.P.M. at telephone # 520-621-5933, facsimile # 520-621-5179, e-mail address fiebiger@u.arizona.edu

Date: October 6th, 2009
Time: Immediately following meeting noted above
Place: Memorial Student Union and Park Student Union (PSU)
if requested

The buyer may choose to call for additional pre-proposal site visit(s) if, in the sole judgment of the buyer, there is a need for such visit(s) in order to promote competition.

2.6 ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES. If the vendor or any of the vendor's employees participating in this RFP need, or have questions about the University's accommodations for people with disabilities, please make arrangements with Tom Fiebiger at telephone # 520-621-5933, facsimile # 520-621-6602, e-mail address fiebiger@u.arizona.edu. Such

requests should be made as early as possible to allow time to arrange the accommodation(s).

2.7 PROPOSAL PREPARATION INSTRUCTIONS

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

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

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

2.7.4 Questions, Communications and Inquiries between the University and Vendors. **All Vendor inquiries, questions and requests for clarification related to this RFP are to be directed, in writing** (e-mail and facsimile are also acceptable), **ONLY** to Tom Fiebiger C.P.M. 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 2.7.1 above):**

For U.S. Mail:

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
Tucson, Arizona 85721
Attn: Tom Fiebiger C.P.M.

For FedEx, DHL, UPS and other methods of next day delivery:

The University of Arizona

Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Tom Fiebiger C.P.M.

Telephone No. 520-621-5933
Facsimile No. 520-621-5179
E-Mail Address: fiebiger@u.arizona.edu

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

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

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

- Questions concerning this RFP must be submitted in writing (e-mail and facsimile are also acceptable), and be received **no later than October 7th, 2009 at 12:00 p.m. MST.**
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University's best interests. These must be submitted in writing (e-mail and facsimile are also acceptable), and be received **no later than October 7th, 2009 at 12:00 p.m. MST.**
- Inquiries about technical interpretations must be submitted in writing (e-mail and facsimile are also acceptable), and be received **no later than October 7th, 2009 at 12:00 p.m. MST.**
- Inquiries for clarifications / information that will not require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Informal communications shall cease on the date of distribution of this RFP and formal communications shall commence. On the date that the University notifies responding vendors of this RFP's results and executes the resulting contract with the

successful Vendor, informal communications may resume and formal communications must cease.

- 2.7.5 Addenda and the University's Response to Communications from Vendor.** The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within three (3) University business days following October 7th, 2009.

All addenda will be posted to our web site only:

<http://pacs.arizona.edu/purch/vendor/vendorrfp.htm>

- **Vendors who want the addenda supplied to them in another form must notify Tom Fiebiger C.P.M. of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.**

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after October 7th, 2009 at 12:00 p.m. MST.

- 2.7.6 Pricing and/or Revenue Proposal.** Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP.

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

<http://pacs.arizona.edu/purch/vendor/vendorrfp.htm>

- **Vendors who want the revisions supplied to them in another way must notify Tom Fiebiger C.P.M. of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.**

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

2.7.8 Attention to Terms and Conditions. Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. **Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**

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

2.7.10 Proposal Organization. Vendors shall present proposals in a format that can be readily incorporated into a contract. **Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in Section 5.** Vendors shall ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. **The University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate.** The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.

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

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

- 2.7.12 Improper Business Relationships/Conflict of Interest Prohibited.** In connection with this RFP, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.
- 2.7.13 Corrections, Changes, and Providing Information on Forms within the RFP.** Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink, word processor or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.
- 2.7.14 Proposal Bond. (Not Applicable)** A proper proposal security (a certified or cashier's check, or a surety bond utilizing the form contained in this RFP) in an amount equal to five percent (5%) of the total proposal price (base plus all options) must accompany each proposal when submitted.
- 2.7.15 Performance and / or Payment Bonds. (Not Applicable)** The Successful Vendor shall provide and pay for performance and/or payment bonds. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising thereunder, in such form as is contained in this RFP. The Successful Vendor shall deliver the required bonds to the University prior to the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.
- 2.7.16 Anti-Kickback.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

2.8 PROPOSAL SUBMISSION AND SUBSEQUENT OPENING

Proposals must be: **delivered sealed; be received; and be date/time stamped at the University's Procurement and Contracting Services office reception desk, which is located on the 5th floor of the University Services Annex building, 220 W. 6th Street, Tucson, Arizona 85701, no later than November 2, 2009 at 2:00 p.m. MST..**

For U.S. Mail:

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
Tucson, Arizona 85721
Attn: Tom Fiebiger C.P.M.

For FedEx, DHL, UPS and other methods of next day delivery:

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Tom Fiebiger C.P.M.

The University **shall not accept proposals received by facsimile or by e-mail**. The University shall, at the specified opening date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present for purposes of identifying which vendors have responded. 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 closing 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.

Procurement and Contracting Services reserves the right to delay the opening if an insufficient number of proposals have been received to ensure competition.

- 2.8.1 Proposal Costs.** The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.
- 2.8.2 Faxes and E-Mails Not Accepted.** The University shall not accept proposals received by fax or e-mail.
- 2.8.3 Number of Proposal Copies to be Furnished.** Vendors are to submit one (1) original, marked "original" and four (4) copies, marked "copy" in hardcopy form, **along with a copy in electronic**

form, on a CD or a 3.5” floppy disc, in either Microsoft Word or as an Adobe PDF file.

2.8.4 Binding and Marking. Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One," "Copy One of Proposal One," "Original of Proposal Two," "Copy One of Proposal Two;" and so on.

2.8.5 Marking of Envelopes. Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

Sealed RFP # L061014

Due date and time: November 2, 2009 at 3:30 p.m. MST.

Attention: Tom Fiebiger C.P.M.

2.8.6 Withdrawal of RFP. Vendors may withdraw their proposals any time prior to the RFP closing date. Vendors may request to withdraw their proposals after the RFP closing date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP's to such vendors.

2.8.7 University's Right to Use Vendor's Ideas / Proprietary Information. If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.**

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 clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary, that 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.** 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.

2.9 EVALUATION PROCESS AND AWARD

- 2.9.1 Contractual Intent/Right to Terminate and Recommence RFP Process.** The University intends to contract with one vendor whose proposal is considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.
- 2.9.2 Effective Period of Proposals.** Under this RFP, the University shall hold that vendors' responses to this RFP shall remain in effect for a period of ninety (90) days following the opening date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.
- 2.9.3 Proposal Acceptance/Rejection.** The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the due date and time.
- 2.9.4 Errors and Omissions in Vendors Proposals.** The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.
- 2.9.5 Determination of and Information Concerning Vendor's Qualifications.** The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:
- Financial resources
 - Personnel resources
 - Physical resources
 - Internal financial, operating, quality assurance, and other similar controls and policies
 - Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP

- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

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

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

2.9.8 Method of Award. The evaluation of each response to this RFP will be based on its overall competence, compliance, format, and organization. The award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance.

Evaluation Criteria

Best Cost to the University (Section 5.1)	40%
Ability to Provide Service (Section 5.6 –5.31)	20%
Disaster Relief Commitment (Section 5.5)	15%
Award Opportunities (Section 5.33)	10%
Financial Support to the Student Union (Section 5.34)	10%
Demonstrated Commitment to the University (Section 5.32)	5%

Proposal will be evaluated by the University based on the following criteria:

Best Cost

The proposal that offers the most favorable costs to the University by offering the lowest possible category mark up and net cost savings to the University.

Ability to Provide Service

Includes the desirable specifications for computer generated reports, vendor support personnel, quality assurance, market trends, expanded product information, MSDS, food shows, marketing support, educational mission, recycling, training, implementation, and late night delivery options.

Disaster Relief Commitment

Includes specifications and plans to prioritize the delivery of essential products to the University in a time of natural disaster, epidemic, or severe interruption of service.

Award Opportunities

Total value of awards offered by the vendor for University of Arizona students..

Financial Support to the Student Union

Unrestricted money pledged to the Student Union

Commitment to University

Gifts, programs, and endowments all demonstrate added value to the institution as a whole and will be recognized as further commitment to the University by the vendor.

PROPOSAL EVALUATION

Only proposals that address the mandatory requirements outlined in Section 5 will be considered for evaluation (5.1, 5.5, 5.9, 5.10, 5.21,5.25, 5.28, & 5.29).

The University reserves the right to reject any or all proposals submitted. Inaccuracy, misstatement, and/or misrepresentation may be sufficient cause for rejection of proposal.

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the University and the selected proposer or when the University rejects all proposals.

The contract will consist of the following, in the order of precedence: Award Letter or signed Agreement between the parties, as stated in that Agreement; Purchase Order; University's RFP, with any and all revisions; Proposal.

2.9.9 Selection, Negotiation, Additional Information. Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

2.9.10 Pre-Award Presentations. The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.

2.9.11 Pre-Award Negotiations. The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

2.9.12 Notification of Non-selection. The University reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the University decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on the following website: <http://pacs.web.arizona.edu/purch/vendor/bidresults.htm>.

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

2.9.14 Public Record. After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **Pricing information cannot be considered proprietary.**

3.0 DEFINITIONS

3.1 Agreement / Contract. All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.

3.2 Customer. Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.

3.3 Due Date and Time. This is the point in time that all proposals must be received and be date/time stamped by at the University's Procurement and Contracting Services office reception desk which is located on the 5th floor of the University Services Annex

building; 220 W. 6th Street; Tucson, Arizona 85701. Proposals received after this date and time will not be opened or considered for award.

- 3.4 **May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable.
- 3.5 **MST.** Mountain Standard Time. We do not observe Daylight Savings Time.
- 3.6 **Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.
- 3.7 **Opening Date and Time.** Same as Due Date and Time.
- 3.8 **Proposal.** The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.
- 3.9 **Proprietary Information.** Information held by the owner that, if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.
- 3.10 **Provider.** Same as Vendor.
- 3.11 **Request for Proposal (RFP).** A competitive negotiation process. It is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.
- 3.12 **Respondent.** Same as Vendor.
- 3.13 **Response.** Same as Proposal.
- 3.14 **Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP.
- 3.15 **Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.
- 3.16 **Supplier.** Same as Vendor.
- 3.17 **University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona, and the other institutions named in Section 1.2 of this RFP document.
- 3.18 **Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 3.19 **Vendor's Proposal.** Same as Proposal.
- 3.20 **Vendor's Response.** Same as Proposal.

4.0 AGREEMENT TERMS AND CONDITIONS

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

- 4.1 Actions of Successful Vendor.** The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.
- 4.2 Advertising.** The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.
- 4.3 Americans With Disabilities Act.** The Successful Vendor shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.
- 4.4 Certification.** By signature on the "Proposal Certification" form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this RFP. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

- 4.5 Conflict of Interest.** The Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 4.6 Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 4.7 Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the

Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

- 4.8 Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 4.9 Inspection and Audit.** All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.
- 4.10 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.11 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.12 Non-Discrimination.** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.
- 4.13 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subVendors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subVendors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.
- 4.14 Sexual Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subVendors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- 4.15 Small Business Program.** The University is committed to its Small Business Program and to the development of Small Business, Women Owned Business and

Small Disadvantaged Business (SB, WO & SDB) suppliers. If subcontracting is necessary, the Successful Vendor will make every effort to use SB, WO & SDB in the performance of the Agreement.

- 4.16 Smoking Policy.** All facilities of Arizona are smoke free. Smoking is not permitted inside University buildings or within 25 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.
- 4.17 Confidentiality.** The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.
- 4.18 Administrative Remedies.** The Arizona Board of Regents has promulgated Administrative Remedies for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.19 Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 4.20 Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.
- 4.21 Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 4.22 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- 4.23 Indemnification / Hold Harmless.** The Successful Vendor shall indemnify, defend, and hold harmless the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees from any and all claims, demands, suits,

actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subVendors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subVendors of claims under similar such laws and obligations. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

4.24 Insurance Requirements. Without limiting any liabilities or any other obligations of Successful Vendor, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and insurers acceptable to the University until all obligations under the Agreement are satisfied.

- Commercial General Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. (Over \$50,000 need \$2,000,000)
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. (Over \$50,000 need \$2,000,000)

The insurance policies required in the two statements above shall be endorsed to name the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that the insurance afforded the Successful Vendor shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by Successful Vendor.

- If applicable, Workmen's Compensation insurance to cover requirements imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of Agreement, and Employer's Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits are in full force and effect.

4.25 Additional Insurance Requirements (Consultants, Lawyers, Architects and Engineers Agreements). In addition to the minimum insurance coverage and endorsement requirements stated in the paragraphs above, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing:

- Professional Liability/Errors and Omissions insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits as stated within this paragraph and the above paragraphs are in full force and effect.

4.26 Additional Insurance Requirements (Medical Services Agreement). In addition to the minimum insurance coverage and endorsement requirements stated in the paragraphs above, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing:

- Professional Liability/Medical Malpractice insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits as stated within this paragraph and the above paragraphs are in full force and effect.

4.27 Intellectual Property Rights. It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposal belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property, as used herein, means all forms of legally protectible intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.

4.28 Labor Disputes. Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

4.29 Laws and Regulations. Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

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

4.31 Performance and / or Payment Bonds. The Successful Vendor shall provide and pay for performance and/or payment bonds. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising thereunder, in such form as the University may prescribe and with approved sureties. The Successful Vendor shall deliver the required bonds to the University not later than the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be

increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.

- 4.32 Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Parking and Transportation (520-626-7275) located at 1117 E. 6th Street.
- 4.33 Payment Terms.** Payments by the University shall be subject to the provision of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.
- 4.34 Price Adjustment. (not applicable)** Price changes will normally only be considered at the end of one Academic Semester and the beginning of another. Price change requests shall be in writing, submitted at least thirty (30) days prior to the end of the current Semester, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- 4.35 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.36 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.
- 4.37 Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.
- 4.38 Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 4.39 Right of Offset.** The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.
- 4.40 Termination**

- 4.40.1 Convenience.** The University reserves the right to terminate the Agreement in whole or in part at anytime when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subVendors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.
- 4.40.2 Default.** The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.
- 4.40.3 Gratuities.** The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.
- 4.40.4 Insolvency.** The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.
- 4.40.5 Lack of Funding.** The Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the

event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

4.40.6 Stop Work Order. The University may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

4.40.7 Suspension or Debarment. The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subVendor Vendor of any public procurement unit or other governmental body.

4.41 Continuation of Performance Through Termination. The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

4.42 SUDAN OR IRAN SCRUTINIZED BUSINESS: Pursuant to A.R.S. #35-391.06(A) and 35-393.06(B), Vendor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in A.R.S #35-391(15) and 35=393(12) respectively.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The estimated University of Arizona annual total purchase is 6.9 million dollars for food and foodservice related supplies covered by this agreement. The estimated amount is provided as a guideline and not a guarantee of the purchases. The University cannot and will not guarantee any purchase volume under any contract resulting from this RFP other than the amounts detailed in Attachment B. The food and food service related supplies would be purchased in approximately the following amounts.

Category	Annual Purchases
1 Fresh Produce	\$925,000
2 Fresh Meat/Poultry	\$275,000
3 Fresh Seafood	\$20,000
4 Frozen Meat/Seafood	\$650,000
5 Frozen	\$750,000
6 Deli Meats & Cheeses	\$450,000
7 Dairy	\$270,000
8 Dry/Canned Goods	\$2,700,000
9 Beverages	\$100,000
10 Chemical/Cleaning	\$300,000
11 Paper/Disposables	\$525,000
Total	\$6,965,000

The University cannot and will not guarantee any purchase volume under this RFP other than the amounts detailed in Attachment B. The food supplies would be approximately the

A list of all the products and the number of cases purchased from July 1, 2008 - June 30, 2009 is found in *Attachment A*.

5.1 Percentage Markup By Cost Category - Mandatory

Using the format below to indicate the percentage markup by category the University will be charged based on the definition of landed cost defined in section 5.10.

Cost Category	% Mark Up
1 Fresh Produce	
2 Fresh Meat/Poultry	
3 Fresh Seafood	
4 Frozen Meat/Seafood	
5 Frozen	
6 Deli Meats & Cheeses	
7 Dairy	
8 Dry/Canned Goods	
9 Beverages	
10 Chemical/Cleaning	
11 Paper/Disposables	

5.2 Exceptions and Exclusions

While the purpose of this RFP is to establish a “Prime Vendor” agreement with a single Vendor in order to provide the University with a primary source of supply for regularly ordered food and food service related supplies, the resulting agreement is not to be interpreted as an “exclusive” agreement with respect to all requirements for such products. The University anticipates that certain products or categories of products will be excluded from the Agreement. A listing of specific exceptions would include, but not be limited to the following: selected specialty meats and seafood for University Catering, fresh baked breads, bakery products, fresh donuts, fresh bagels, gourmet coffees and supplies, convenience store items, soft drinks, and products required to be purchased from a specific source by a branded concept agreements (i.e., Chick Fil A, Starbucks). The University reserves the right to modify these exception products during the term of the contract.

5.3 Existing Agreements

Any current agreements for products that later may be purchased under the “Prime Vendor Agreement” shall be honored through existing agreement periods.

5.4 Contract Term and Renewal

The initial contract shall be for three (3) years beginning January 1, 2010, through December 31, 2012. It is specifically understood and agreed that the contract may be renewed with the same terms and conditions, on an annual basis and will continue after January 1, 2013, for two (2) successive one-year periods running from January 1 to December 31. If all extensions are utilized, the contract final ending date will be December 31, 2015. If either the Vendor or the University desires to cancel the automatic renewal, they must notify the other party in writing thirty (30) days prior to January 1 of the current contract year.

The University has the right to terminate the contract by giving written notice to the Vendor sixty (60) days in advance of termination. If there are any major changes in the management of the University accounts resulting in a significant change in the nature of the contract (i.e., the amount of purchases were drastically reduced) the Vendor may request a re-negotiation of the contract.

5.5 Disaster Plan - Mandatory

Respondent shall describe a disaster plan which addresses and defines its strategy for continuing deliveries in the event of disasters such as natural disaster, inclement weather, work stoppage, pandemic disease, or other happenings.

A written endorsement if such plan includes and obligates other companies or warehouse locations for maintaining supply of food and food service related supplies to the University.

In the event of an emergency or special event on campus, the University may desire the use of a refrigerated delivery trailer for temporary storage of frozen or refrigerated foods.

Respondent shall describe compliance with the desirable specifications, including a description of their willingness to provide assistance with temporary storage, the procedures for obtaining such services, any costs associated with the process, and the prioritization of deliveries and resources in the event of an emergency.

5.6 Invoices

All orders must be accompanied by an itemized invoice, in duplicate, including the operation name, purchase order number, account number, product name, unit cost,

pack, amount ordered, amount delivered, extension, total cases delivered and total charges. All substitutions and shortages shall be noted on the invoice.

5.7 Credits/returns

The Vendor shall accept returns under the following (but not be limited to) conditions:

- products shipped or ordered in error
- products damaged in shipment
- products with concealed or latent damage
- products that are recalled
- products which do not meet reasonable shelf life requirements (an example of a minimum shelf life requirement would be seven (7) days from date of receipt by the University for both cup yogurt and individually packaged chips and snacks)
- products that do not meet minimum quality requirements
- products delivered in unsanitary delivery vehicles
- products delivered that exceed the minimum/maximum specified temperature

The University will return within 30 days of receipt any incorrectly ordered or delivered products, as well as any concealed damaged goods, etc. In addition, the University will expedite the return of any item with a short shelf life. Credits will be expected on partial cases.

All credits shall be processed within 30 days.

There shall be no restocking charges for products ordered in error if the Vendor regularly stocks the product. The University will monitor any chronic occurrences of misorders and will act to correct any problems.

Once an operation has notified the Vendor of a product that needs to be picked up for credit, the transaction needs to happen on the next scheduled delivery to the operation.

Respondent shall describe compliance with the desirable specifications. Also explain how credits given after the day of delivery are communicated and verified to the operation management so they can verify that they have been handled properly.

5.8 Payment

Payment will be made on a weekly basis, within thirty (30) days after delivery and acceptance by the University of all requested food and food service related supplies. The University will take all reasonable action to ensure payments to the Vendor are made in a timely manner. However, in the event payment is delayed beyond a 30 day period, the University will not authorize the payment of any late charge.

The University may withhold payment or make deductions as may be necessary to protect the University from loss or damage from defective work, claims or damages.

Application for payment shall be made on the Vendor's properly certified invoices.

5.9 Direct Order Entry - Mandatory

The Vendor must be able to provide a full service direct order entry system that can be run on IBM compatible personal computers at no charge to the University. The system should work either via modem connection or the Internet. All workstation software must be integrated into a single menu-driven package, requiring no DOS-level operator intervention.

Any initial software upgrades that would need to be made to the University's computers to access the Vendor's system would be at the expense of the Vendor.

As upgrades to the Vendor's existing direct order entry system happen during the contract period, the upgraded software must be made available to the University at no additional charge.

The direct order entry software must have the ability to interface with Aurora Information Systems Food Pro Inventory Management System or any future inventory management system.

The direct order entry software must have a weekly automated price updating system compatible with Food Pro.

5.10 Manual Order System - Mandatory

A manual call or fax in system shall be established in case the automated systems fails for any reason.

5.11 Order/Delivery Schedule

The University must be able to input orders until 2:00 p.m. the day before the orders are to be delivered. Whenever possible a skip day will be used by the University when placing an order.

The University must be able to add or cut from an existing order until 2:00 p.m. the day before the order is to be delivered.

The University shall require deliveries Monday through Friday.

5.12 Substitutions or shortages

The University must be notified prior to delivery of any shortages that will occur. The Vendor would be expected to discuss all shortages with the applicable University operation(s) and plan acceptable substitutions.

No substitutions shall be made without prior approval from the University operation(s). The decisions on substitutions will be made by the University based on cost, intended use for the menu, customer acceptance and judgment of management.

Products substituted must be equal to or of better quality than the product originally ordered. If a substitution is made that costs more than the originally ordered product, the substituted product shall be sold to the University at the same price per serving as the originally ordered product. If a substitution is made that costs less than the originally ordered product, the substituted product shall be sold to the University at the lower cost with the normal percent markup applied.

If critical products are not delivered completely, the Vendor must correct the situation within four (4) hours. If the University has to buy a product from another source due to shortages that occur, the Vendor shall be expected to reimburse the University for any difference in purchase price, if the alternate product costs more than the originally ordered product, and for any additional labor incurred by the University.

All substitutions shall be noted on the invoice in addition to the originally ordered product.

Respondent shall describe compliance with the desirable specifications, including:

An explanation on how shortages would be reduced on orders to the University.

An explanation of what provisions would be made in purchasing, or in partnering with other suppliers, to ensure that the University is not shorted critical menu items.

An explanation of the system they would use to notify the University of any pack size changes, item number changes, price change, and any deletions or additions to their system.

An example of any reports that would be used.

5.13 Fill Rate

To allow for the University to provide good service to its customers, the Vendor should have product available when ordered. The University expects no less than a 96% fill rate including approved subs from the Vendor throughout the contract period. Note: for the purpose of this agreement, the fill rate is calculated in an environment where the substitutions, as well as the originally ordered item, both remain listed on the invoice. The University will work closely with the Vendor by providing menus, usage information where available, and/or any other information pertaining to its on-going and changing needs to help keep shortages to a minimum.

Respondents shall provide documentation on:

Fill rate for 2008 and description of what steps shall be taken to correct situations when the fill rate drops below the acceptable standard.

An explanation of what provisions would be made to compensate for any shortages caused by no delivery or delivery of deficient product on the day of delivery.

Description of steps taken to prevent mispick errors from happening and the procedure for correcting them when they occur.

5.14 Delivery Conditions

The Vendor must provide deliveries of products to operations on the days and within the delivery windows specified by the University. Deliveries are required in some operations five days a week (Monday through Friday).

Deliveries are expected on all days except the national holidays of New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. If a holiday falls during the week, another delivery may be needed within the same week.

In an emergency situation, the University may request early deliveries (i.e., first off the truck) to get needed products into an operation first thing in the morning or extra deliveries needed, in addition to the normal delivery schedule. These deliveries shall be coordinated with the Vendor. There shall be no additional charge for any extra deliveries or those made outside the normal delivery schedule.

The University desires after hours deliveries to reduce campus traffic. The Respondents shall describe what programs if any are available to provide after hours deliveries.

The expectation is that the Vendor guarantees delivery on the days designated. If the Vendor fails to deliver an order, the Vendor shall take corrective action by either making a special delivery to the University, by arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The Vendor shall incur any cost difference between the price of the originally ordered products and those of an alternate supplier.

The Vendor shall deliver all products individually labeled and invoiced by account to each location. The products shall be maintained at their proper temperature throughout their staging, loading, transport and delivery.

All of the Vendor's facilities and delivery vehicles must conform with local, state and federal rules and regulations regarding sanitation and are subject to inspection by University or other officials at the discretion of the University. The trucks must be equipped to maintain the appropriate temperatures and product segregation as necessary.

All Vendor's employees (i.e., delivery personnel, DSR(s)) shall conduct business with University personnel in a competent, courteous and professional manner. The University will notify the Vendor of any chronic problems and may request that the offending personnel be removed from the account.

At the time of delivery, a designated University employee will "check in the order" verifying the accuracy of the order and invoice and the quality of the products received unless an after hours program has been approved. Any deviations or problems noted at the time of delivery will be communicated to the Vendor's delivery personnel who must have the ability to issue and authorize credits for damaged, improper, returning, or missing products at that time. The Vendor's delivery personnel may be required to communicate with the operation management concerning product shortages or any other problems with the delivery. Any hidden deviations relating to the order that are found later will be communicated to the DSR or to an internal sales representative. At each delivery, the Vendor must pick up all unused pallets from the operation.

5.15 Sales Representative (SR) and Vendor Support Personnel

The Vendor shall have one or more sales representatives (SR) specifically assigned to the University account. The SR shall have at least five (5) years experience in food service sales with a minimum of three (3) years experience working for the Vendor.

The University desires that the SR be considered "on-site" as it relates to the University campus. The University expects to see the SR on campus two times a week with a maximum response time of one (1) hour for resolving problems verbally (i.e., available through a pager) and a maximum response time of four (4) hours if a personal visit is needed.

The University feels it will be helpful if the SR has some prior food service experience and a proven track record in the sales area so that the SR would be better able to understand the University's needs. The SR should exhibit a commitment to excellence and attention to detail.

The University would expect the SR or other assigned personnel to provide the following list of services and any others as needed throughout the life of the contract.

Be the "hub of the wheel" in all areas dealing with the University accounts.

Coordinate all direct order entry processes and daily checking of orders.

Coordinate or conduct daily communications with the University's representatives to discuss any shortages and needed substitutions.

Coordinate credits and returns of any deficient or misshipped products.

Coordinate the replacement of critical items that are short on day of delivery by purchasing from other sources and delivering to the University.

Resolve any problems with delivery schedule.

ordinate all special, drop shipment, bailment, or proprietary orders.

Coordinate the University contract pricing and monthly “price list”.

Coordinate with University representatives any rebate programs or incentives.

As needed, conduct weekly meetings with University personnel to discuss areas of concern.

Recommend special programs, promotions and new product ideas that would be helpful to the University.

Introduce and/or demonstrate and/or sample new products to University personnel.

Coordinate and/or conduct samples in specification and product evaluation.

Assist with product research for new concepts and menus as they are introduced.

CoCoordinate the distribution of all needed reports and communications between the University and the Vendor.

Handle all University concerns or inquiries about any products and/or services.

Identify and coordinate the Vendor’s resources to ensure that the University receives the maximum value in products and services.

In a planned, organized and effective manner, respond to all requests for action and information in a complete and timely manner.

5.16 Product Sampling

The University reserves the right to test samples of items as deemed necessary by the Dining Service Director at the vendor’s expense, in an effort to verify the stated quality and determine if products are suitable.

5.17 Inspection of Vendor Facilities

The University, at its sole discretion, reserves the right to conduct an on-site inspection of any of the Respondents’ facilities to review all qualifications and suitability requirements. The Respondents shall supply with the RFP response addresses and directions to their facilities, as well as names and telephone numbers of appropriate personnel to contact to arrange for an inspection.

5.18 Food and Equipment Shows (Trade Shows)

The University desires that the Vendor has a minimum of one trade show a year at which the University accounts can participate. Additional consideration will be given for the ability to purchase at more than one show in a year. The University desires to have the ability to purchase or do bookings at the show to take advantage of the discounts offered.

There may be an occasion when the University would request a “mini” food show on the University campus to aid in product research, employee information and training, or for customer involvement. The University desires that the Vendor helps in the coordination of such an event and obtains the cooperation of brokers and manufacturer representatives as needed.

5.19 Marketing Support

If needed, the University would expect to have direct access to manufacturer reps, brokers and product specialists for product information and pricing. However, the Vendor shall assist in the management of suppliers, brokers and manufacturer representatives to put the University in a position to fully utilize the resources necessary to control costs and be aware of changing market conditions and new ideas.

The Vendor shall make available, either directly or through its suppliers, all signage, POP or POS materials, flyers, table tents, sample products, costumes, give-a-ways, etc., that become available.

5.20 Vendor Coupon Rebate Tracking

The Vendor shall provide rebate tracking usage reports upon request by the University. The reports shall be processed and sent to the University within 10 calendar days. Any rebates that need to be tracked by the distributor shall be processed by the Vendor and money distributed to the appropriate accounts.

Private labeled products that are sold by the Vendor shall be included on any rebate tracking requests if that private label product is produced by the manufacturer for which the rebate is requested.

5.21 Audits/Price Verification

Following award, the Vendor shall exercise maximum control over all transactions and recommend conditions and systems needed to maintain this control. In case of any doubt or difference as to the amount due the University or the Vendor, the decision of the University auditors shall be final and binding upon both parties.

The University reserves the right to conduct a price verification review and/or contract compliance audit of the Vendor at least twice yearly and more often if deemed necessary. The Vendor shall be willing to provide information on cost without reservation. The University's purpose in conducting routine price verification reviews is to confirm that the percentages quoted and amounts invoiced are in accordance with the terms of the agreement. Under normal circumstances the University will give a lead-time of approximately one month for a routine price verification review, which will be conducted on at least 50 items for a period not exceeding six (6) months prior to the audit date.

The documentation needed would include, but not be limited to, the following: the original copy of invoices for distributor purchases from their suppliers; freight bills or support documentation where freight is charged separately; and manufacturer documentation of any applicable off-invoice allowances. If during a price verification review sufficient irregularities are detected to cause concern on the part of the University, additional information may be requested including any history during the life of the contract.

If at any other time the University identifies any irregularities in the administration of the contract, or the Vendor has acted in such a way as to give just cause to suspect a violation of the agreement, then a price verification review and/or audit may be conducted with a minimum notice in order to investigate and correct a problem. In this case the Vendor must allow the University the privilege of auditing for any period of the contract.

The University expects full restitution of any mistakes found to be in the University's favor during an audit, and that full action be taken to correct any procedures that allowed the mistake to happen.

5.22 Cost of Products

Prices shall be established and locked in for a month at a time. The University recognizes that some product groups may need to be priced weekly. Examples of weekly priced items may include fresh produce, fresh meats, fresh seafood, fresh poultry, and fresh eggs.

The University desires that if the Vendor assumes responsibility for freight and back-hauls products or has a transfer freight charge for picking up products from their own subsidiaries, the freight charge applied be less than or equal to the current standard published tariff rate.

The University would like to be made aware of any incentives that are available for early payment (i.e., 15 days after receipt of invoice, paid weekly) or pre-payment (30 days or 15 days in advance of delivery) of invoices so that any possible cost savings might be realized.

The University would like the Vendor to list and describe any other variances to standard invoice pricing that might apply to the University and how each would be handled; what percent discount off of total invoice cost is available for an early payment within 15 days after receipt of invoice, paid weekly. What percent discounts off total invoice cost are available for a pre-payment of 30 days and for a pre-payment of 15 days in advance of delivery.

It is understood that different markup percentages may be used for different categories of food and food service related supplies. The following are the definitions of the product categories to be included in the Prime Vendor Agreement. These definitions will establish in what category food products currently stocked by the Vendor will be placed, along with the respective markup. The definitions will also be used to determine the category for any new items introduced to the Vendor's product line during the terms of this agreement. The [COLLEGE/UNIVERSITY] cost for such new products shall be at the same cost plus percentage as other similar items.

The 11 categories have been established to cover all areas for which respondents might want to establish a markup. However, the University feels that the fewer markup percentages there are the easier the program is to manage and respondents should not in any way feel that they need to have a different percent markup for each of the following categories.

1. Fresh Produce

Products including: both processed and unprocessed fresh fruits and vegetables; fresh herbs; and salad mixes.

2. Fresh Meat/Poultry

Chilled products including: beef, pork, poultry, unprocessed and processed, raw and pre-cooked; ham, hot dogs and sausages; and deli meats.

3. Fresh Seafood

Chilled products including: shellfish such as crab, lobster and green shrimp; salmon, cod, And scallops.

4. Frozen Meat/Seafood

Frozen products including: beef and pork (excluding primal cuts), poultry and seafood (excluding fresh shellfish), whole, cuts, or pieces, unprocessed and processed, raw and pre-cooked; all breaded, marinated and/or seasoned pieces of meat, poultry and seafood; hams, bacon, hot dogs and sausages; deli meats; pizza toppings; BBQ meats; Gyro meats; and stir fry and fajita meats.

5. Frozen General

Frozen products including: fruits and vegetables; potatoes and fries; frozen soups, chili and sauces; prepared entrees; vegetarian entrees; ethnic products such as Mexican and Oriental; Italian, pizza and pasta products; appetizers and meatballs; soft baked pretzels; and non-dispensed frozen juices and beverages.

6. Deli Meats and Cheese

Refrigerated meats (turkey breast, ham, chicken) and cheeses (cheddar, swiss, etc)

7. Dairy

Frozen and chilled products including: eggs and egg products; margarine and butter; both cup and frozen yogurt; all cheeses; and milk shakes and ice cream products.

8. Dry/Canned Goods

Shelf stable products including: canned and dried fruits and vegetables; non-dispensed beverages, juices and beverage mixes; crackers, cookies and snacks; cereals, grains and pastas; nuts; canned soups, chili and sauces; syrups, jellies, spreads, icings and toppings; shortenings and oils; shelf stable salad dressings; condiments and pickles; individual portion packs; gelatin and dessert mixes; pie fillings and puddings; bakery mixes, flours and sugars; seasonings, flavorings, spices and seasoning mixes.

9. Beverages

Juices, dispenser drinks, and single serve beverages excluding those items covered by the Beverage RFP and distributed by a traditional beverage distributor.

10. Chemical/Cleaning

Products including: all detergents and cleaning chemicals; grill, oven and fryer cleaning products; cleaning pads and cloths; brooms and mops; and safety gloves, apparel, mats and signs.

11. Paper/Disposables

Products including: all plastic, paper, cardboard or foam carry-out containers and lids; all disposable tableware including plates, cups, glasses, bowls, lids and cutlery; filters; plastic liners, bags and gloves; napkins, toilet tissue, and paper towels; plastic, wax and foil wraps, sheets and bags; straws and toothpicks; charcoal; doilies, placemats, tray liners and tablecloths; and disposable pans and caterware.

5.23 Quality Assurance

Upon request, copies of the Vendor's product specifications shall be made available for review and forwarded on a timely basis to the University.

The quality of products and services is to be guaranteed with procedures in place to resolve any quality concerns and issue credit when due.

The University desires that the Vendor provide samples, free of charge, to the University so the University can ascertain the most acceptable/appropriate products to meet its needs and to assist in sampling when needed.

At the beginning of the contract, the University anticipates the need for a large amount of can cutting and product testing to decide the quality level of the items to purchase. It may be desirable to have the testing performed by the Vendor on its premises under the supervision of qualified personnel.

The University desires that all food and beverage products be identified with decipherable dates (open code dates) or coded dates, as determined by the type of product delivered. The University desires that upon request, the Vendor provide a product code number key listing to the University for any coded dates. The product code number key listing should explain the actual date of production or processing. Products with open code dates should clearly show the use-by date, date of production, date of processing, sell by date, best if used by date, or similar markings.

The University desires that the Vendor have an effective quality control/quality assurance program in place with well-established procedures that are followed to ensure a quality prime vendor program.

5.24 Fuel Surcharge Adjustments

The cost of diesel fuel is a critical cost component that is beyond the control of any vendor. Outline what method would be imposed to recoup fuel costs and what benchmark would be used for a base line cost.

5.25 Material Safety Data Sheets - Mandatory

Upon request, the Vendor must provide to the University Material Safety Data Sheets (MSDS) for hazardous materials.

5.26 Soap and Cleaning Equipment

Dining Services is using products for a majority of its cleaning/chemical supply needs. There exists a wide variety of products, including dishwashing, laundry, and janitorial supplies.

The University is committed to using bio degradable and “green” products as much as possible. Indicate the products that meet this criteria.

The successful vendor will be required to provide all necessary dispensers and service (including installation) at no charge to the University.

5.27 Equipment Programs - Beverages

The University has an exclusive beverage contract with Coca Cola that will be in effect through 2018. As a result, no single serve bottled juices shall be included as part of this RFP. Vendor must provide a comprehensive equipment program for the dispensing of frozen juice concentrates, liquid coffee concentrate, hot chocolate, instant cappuccino, and frozen drinks. Equipment costs and maintenance will be provided at no charge to the University.

5.28 Renewable and Recycling Issues - Mandatory

Recycling and issues relating to source reduction are important topics at the University. Reduction in carbon footprint, composting, solid waste reduction, and energy reduction are important issue for the food service operations at the University. The University desires that the Vendor play a role in its recycling efforts.

Respondent shall describe compliance with the desirable specifications, including:

- an explanation of how they can contribute to the University’s efforts to reduce, reuse and recycle.

- an explanation of any established programs that the Vendor uses to enhance source reduction both in its facilities and in purchasing products with reduced packaging.

5.29 Expanded Product and Nutrition Information - Mandatory

Upon request, the Vendor must provide to the University expanded product information to include but not be limited to: manufacturer name, manufacturer product code number, general description of the product, portion or serving size, number of portions per case, whether delivered frozen, refrigerated or shelf stable, storage temperature, the shelf life of the product, preparation and cooking information and serving suggestions.

Upon request, the Vendor must also provide to the University nutritional information to include but not be limited to: the list of ingredients as per the product label; portion size in grams; calories in Kcal per portion; the fat, protein, and carbohydrate content in grams per portion; sodium, potassium and phosphorus content in milligrams per portion; and a manufacturer contact telephone number for additional information if needed.

Upon request, the Vendor will provide expanded product information to indicate whether a product is vegetarian (vegan, lacto-, ovo-, or lacto-ovo-vegetarian) and whether a product is Kosher.

5.30 Propriety and Special Order Products

Whenever possible, the University will use a product already stocked by the Vendor but reserves the right to request the Vendor to add a proprietary product(s) to its stock. The Vendor agrees to do so at the discretion of the University.

A proprietary product is a product the Vendor does not normally stock that the University expects the Vendor to purchase, stock and have available according to the order/delivery schedule of the contract. The University will notify the Vendor at least three weeks in advance of the intended need for a stocked proprietary product. The University will indicate the amount needed for the initial purchase and the on going estimated monthly usage, the manufacturer's name, pack, and manufacturer product code number. The University understands the need to coordinate special requests with the timing of Vendor deliveries to maintain the lowest freight costs.

A special order product is a product requested for a one-time purchase on an in/out basis for items the Vendor does not normally stock. This would be a product that would be delivered to the Vendor, then immediately shipped to the University. The University will purchase a special order product in the pack size designated by the manufacturer. There will be no long-term storage of the product.

There shall be no extra charges for the buying and/or storing of proprietary and special order items. The percent markup for these items shall be the same as the contracted percent markup for other products in the same category.

The University will notify the Vendor whenever a proprietary product is no longer needed. At that time, or in the event of contract termination, the University agrees to purchase all remaining inventory or pay any restocking fees, if that option is available. The University will purchase all product left as long as the inventory is not greater than 1.5 times the normal monthly usage.

5.31 Exceptions to Specifications

The Respondent shall clearly state in their proposal any exceptions to, or deviations from, the mandatory requirements and desirable specifications; otherwise, the Respondent shall be responsible for compliance with all requirements specified herein. Respondents shall provide a separate, itemized list of any and all exceptions. Such list must be cross-referenced to the corresponding numbered item in the RFP.

5.32 Commitment to the University

The Respondent shall clearly state what past, present, or **future** gifts, scholarships, endowments, or other programs that have or will be provided to the University.

Respondents shall indicate how/will their gifts etc improve the quality of the educational mission or physical plant of the University.

5.33 Educational Mission

The University is continually striving to enhance and diversify its academic and campus life offerings and encourages programs that include student opportunities and the general enrichment of the University experience. The University feels that the Prime Vendor would be able to contribute to the educational experience of students in food service by soliciting wards from major manufacturers that provide products to the University. The University is willing to commit to buying the items listed in Attachment B for the duration of this agreement in exchange for like products to be donated by the manufacturer. The value of the products will be converted into meal plan dollars and the University will award the meal plans to enrolled Student Union employed students who meet the established criteria listed in Attachment C.

In return the manufacturer will be able to market the awards given to students under the name of the manufacturer.

Example

If Foster Farms products are specified as the University's choice for deli turkey, smoked turkey, and deli sliced chicken and the estimated annual purchases is \$200,000 (defined by the amount paid by the University to the vendor), then a percentage of the annual purchases by the University would be given to the University in free product.

If Foster Farms committed to 2% of the annual usage then the University would expect \$4,000 worth of the specified product. The University would then in turn offer to qualified students meal plan awards equal to \$4,000. As an example 8 each \$500 meal plans would be given to UA Student Union employees in the name of Foster Farms.

The University will consider alternate brands and or groupings of products other than those listed as additional options provided for by the RFP. Vendors offering alternate brands shall provide pricing and pack size information for each product. Samples may be required.

5.34 Financial Support to the Student Union

Beyond any other offers the successful vendor may identify an annual financial commitment to sponsor and promote Student Union activities. The use of these sponsorship dollars will be left to the discretion of the Student Union administration.

5.35 **Definitions**

For the purpose of this RFP, the following definitions shall apply:

University Net Cost - the final cost to the University is the distributor's cost, as defined below, plus the selling margin specified in the Schedule 5.1.

The Selling Margin is the distributor's margin on the price to the University, not a mark-up over our cost.

For example: the price for a product with a 10% selling margin would be calculated as cost divided by 0.9 ($100\% - 10\% = 90\% = 0.9$). A product with a \$10.00 cost would have a price of \$11.12 ($\$10.00 / 0.9 = \11.12). The selling margin on the product would be $(\$11.12 - \$10.00) / \$11.12 = 10\%$.

Cost is defined as the distributor's invoice cost from the manufacturer, plus applicable freight, less any manufacturer's promotional allowances reflected on the invoice and designated for the end user. The invoice must be direct from the manufacturer and not an inner company or third party billing.

Cost is not reduced by cash discounts for prompt payment. Cost is also not reduced for payments such as performance-based incentives, or fees received for marketing, freight management, warehousing, distribution or quality assurance services provided to suppliers.

Weekly Pricing - prices for products that are subject to change each week. Items such as fresh produce, meats, and seafoods may be considered in this category.

Cash Discount - an amount that may be discounted off the vendor invoice if the University met early payment terms.

Prime Vendor Agreement - the contract established between the University and the Vendor resulting from this agreement.

Distributor Sales Representative (DSR) - refers to the Vendor's sales representative(s) specifically assigned to the University account and would be considered as "on-site" as it relates to the University campus.

Drop Shipment - a process where the Vendor arranges for the order of food or food service related supplies and has them shipped direct from the manufacturer to the University operations. The Vendor shall pay the manufacturer for the products and in turn bill the University.

Food Service Related Supplies - all supplies necessary to operate a food service. Generally would be products with item costs below \$1000. Would include but not be limited to paper supplies, disposable supplies, chemicals and cleaning supplies, small equipment, and smallwares such as pans, bowls, serving utensils, etc.

Landed Cost - the cost charged to the vendor/distributor by the manufacturer for food and food service related supplies. It is calculated by taking the last purchase invoice cost on a manufacturer's invoice less any product specific allowances reflected on the invoice plus applicable freight. Cost is not reduced by non-product specific allowances such as cash discounts, freight pickup allowances (freight charge applied shall not exceed standard published tariff rate), label allowances, and growth or other performance based incentives. The percent markup would be applied to this final figure to calculate the University's net cost.

Proprietary Product - a product the Vendor does not normally stock that the University expects the Vendor to purchase, stock and have available according to the order/delivery schedule of the contract.

Rebates - discounts that can be redeemed after proof of purchase is given. These may be processed by either the Vendor or the University. Once processed, a check is issued to the appropriate account.

Exclusions – Each year a list of products will be agreed upon by the vendor and the University that are to be excluded from this agreement. The products are To be limited to specialty items that the vendor cannot supply in a timely manner or cannot supply without charging an additional surcharge.

The following products will be excluded for the life of the agreement unless otherwise Agreed to by both parties.

Stockpot Soups	Convenience Store (McClane Items)
Pepsi Products	Red Bull
Coke Products	Kalill Products
Spike Beverage Products	Nathan's Hot Dogs
Der Weinerschnitzel Hot Dogs	Fresh Bakery Items
Bakemart Products	Ethnic Foods Not Available from the Vendor

Method of Payment & Discount for Early Payment

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

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

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

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

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

References. Vendor to provide three (3) customer references, from comparable institutions for similar products or services specified in this RFP, including the names and telephone numbers of the contact persons.

6.0 CERTIFICATION OF PROPOSAL (vendor to complete and return with proposal)

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

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

This proposal is submitted in response to Request For Proposal # L061014, issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that _____

_____ (Vendor's 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 Proposal (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: (please 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 whose 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 (please check one) IS **or** IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

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

- Small Business Small Disadvantaged Small Business Women-Owned
- Women-Owned Disadvantaged Veteran owned
- Small Disadvantaged Veteran Owned AZ. Small
- 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 Proposal.

Name: _____ Title: _____

Signature: _____ Date: _____ E-Mail: _____

Telephone #: _____ Facsimile #: _____ F.E.I.N: _____

7.0 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (Vendor to complete and return with proposal)

In accordance with FAR 52.203-11 and FAR 52.203-12 entitled "Limitation on Payments to Influence Certain Federal Transactions (Jun 1997), the following certification and disclosure regarding these FAR provisions are hereby incorporated and made a part of this bid/proposal solicitation requirement.

- (a) The definitions and prohibitions contained in the clause, at 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 offeror, **by signing its offer (RFP #L061014)**, 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (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 Offeror 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 \$ 1 00,000 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 3 1, 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 FIRM) (STREET ADDRESS)

 (SIGNATURE) (MAILING ADDRESS)

 (TYPED OR PRINTED NAME) (CITY, STATE, ZIP)

 (DATE)

LEGAL WORKER CERTIFICATION

(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 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 and employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor who works on 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)

(Purchasing 09-26-2008.)