

THE UNIVERSITY OF ARIZONA®

Procurement and Contracting Services

Request for Bids for the University's Community Chorus Concert Audio Recordings

Please mark all Bid submission
envelopes with the following information

Sealed RFB # S021004
Due on Friday, October 16th, 2009 at 2:00 PM, MST



TABLE OF CONTENTS

For

REQUEST FOR BIDS NO. S021004

<u>SECTION #</u>	<u>TITLE</u>	<u>PAGE #</u>
1.0	Statement of Work	3
2.0	General Information and Instructions to Proposers	4
2.2	Questions, Communications and Inquiries	4
2.6	Bid Submission and Subsequent Opening	5
2.7	Method of Award	5
3.0	Definitions	6
4.0	Agreement Terms and Conditions	7
5.0	Bid Certification	13

THE UNIVERSITY OF ARIZONA® PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR BIDS, RFB # S021004

1.0 STATEMENT OF WORK

The University of Arizona is soliciting bids for live on-site audio recording of various performances of the **University's Community Chorus** for the following 2009-2010 concert season per these requirements. Attend and record one (1) session of rehearsal with choir & orchestra (or choir & piano). Attend and record the live performance. Editing within each piece of music will be at a minimum. Mastering may include some minor compression and limiting to conform the final recording to expected dynamic range specifications. Recorder will handle replication and printing of the finished master disc for multiple choir members, numbers to be determined based on chorister demand. Please give prices for various ranges of quantities. Conductor will provide program information on a computer disc that will appear on the face of the CD disc and the back & two (2) spines of the plastic jewel case as well as the front two-faced insert label. Dates and times are subject to change and the successful vendor will be responsible for verifying the dates and times prior to concert. All rights associated with the recordings and the master and duplicate discs remain the sole property of The University of Arizona.

- 1.1 Friday, November 6th, 2009 at 7:30 PM and Sunday, November 8th, 2009. Both performances will be held in the School of Music's Crowder Hall. Dress rehearsal will be on Thursday, November 5th 2009 from 7:00 to 9:30 PM. Price for the recording of the rehearsal and both live performances, including master discs is \$ _____.
- 1.2 Sunday, December 6th, 2009 at 3:00 PM & 7:30 PM (two (2) performances), holiday card to Tucson concert at St. Augustine's Cathedral. Dress rehearsals will be on Wednesday, December 2nd, 2009 at 2:00 PM and Thursday, December 3rd, 2009 at 2:00 PM. Price for the recording of both rehearsals and both live performances, including master disc is \$ _____.
- 1.3 Sunday, April 25th, 2010 at 3:00 PM, MST at the School of Music's Crowder Hall. Dress rehearsal will be on Saturday, April 24th, 2010 from 9:00 AM to 12:00 noon. Price for the recording of the rehearsal and the live performance, including master disc is \$ _____.
- 1.4 Prices for the duplicate discs are to include the plastic jewel case and the printing of the labels. Please quote the each price, and for various quantities with discounts (e.g.: the each price is \$1.00 and for quantities of 10 is \$0.95 each; for quantities of 25, is \$0.90 each, etc.). \$ _____.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

- 2.1 Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFB need, or have questions about the University's accommodations for people with disabilities, please make arrangements with **Rob McMullen** at telephone #520-621-3067, facsimile # 520-621-5179, e-mail address rmcmulle@u.arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s)
- 2.2 Questions, Communications and Inquiries between the University and Vendors.** Vendor inquiries, questions and requests for clarification related to this RFB are to be directed, in writing (e-mail and facsimile are also acceptable), to:

For U.S. Mail:

The University of Arizona
Procurement and Contracting Services
P.O. Box 210300a
Tucson, Arizona 85721
Attn: Rob McMullen

For FedEx, 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: Rob McMullen

Telephone No. 520-621-3067
Facsimile No. 520-621-5179
E-Mail Address: rmcmulle@u.arizona.edu

Questions are due no later than 2:00 PM, MST on Friday, October 9th, 2009.

- 2.3 Collusion Prohibited.** In connection with this RFB, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.
- 2.4 Improper Business Relationships / Conflict of Interest Prohibited.** In connection with this RFB, each vendor shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among the vendor, the University, and any other party to this RFB. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification

and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

- 2.5 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.

2.6 BID SUBMISSION AND SUBSEQUENT OPENING

Bids 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 2:00 PM, MST on Friday, October 16th, 2009.**

For U.S. Mail:

The University of Arizona
Procurement and Contracting Services
P.O. Box #210300a
Tucson, Arizona 85721
Attn: Rob McMullen

For FedEx, UPS or 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: Rob McMullen

The University shall, at the specified due date and time, open all Bids that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded and their associated pricing. The University will make no immediate decision at such time. The University will hold any Bids received after the due date and time, and will not consider such Bids for award. The University reserves the right to retain or dispose of such Bids at its discretion; however, the University may return such Bids to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

The University reserves the right to delay the opening if an insufficient number of proposals have been received to ensure competition.

- 2.7 Method of Award.** The award shall be made to the lowest responsible and responsive bidder.

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 **Bid.** The entirety of the vendor's responses to each point of this RFB, including any and all supplemental offers or information not explicitly requested within this RFB.
- 3.3 **Customer.** Unless otherwise implied by the context of the specific provision within this RFB, "Customer" means a customer of the vendor, other than the University.
- 3.4 **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.
- 3.5 **MST.** Mountain Standard Time. We do not observe Daylight Savings Time.
- 3.6 **May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable
- 3.6 **Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your Bid as non-responsive.
- 3.7 **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.
- 3.8 **Provider.** Same as Vendor.
- 3.9 **Request for Bid (RFB).** A competitive process, in which goods or services are precisely specified and price is substantially the only competitive factor.
- 3.10 **Respondent.** Same as Vendor.
- 3.11 **Response.** Same as Bid.
- 3.12 **Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFB and to enter into a contract to provide the University with the products or services sought by this RFB.
- 3.13 **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 RFB document.
- 3.14 **Vendor.** For purposes of this RFB, "Vendor" means any entity responding to this RFB with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 3.15 **Vendor's Bid.** Same as Bid.
- 3.17 **Vendor's Response.** Same as Bid.

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.

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

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

- 4.5 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 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.

- 4.9 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.10 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.11 Non-Discrimination.** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.
- 4.12 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.
- 4.13 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, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- 4.14 Small Business 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.
- 4.15 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.
- 4.16 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.

- 4.17 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.
- 4.18 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.
- 4.19 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.
- 4.20 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 subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors 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.
- 4.21 Intellectual Property.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Bid 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 intellectual property qualifying for legal protection, 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.

- 4.22 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.
- 4.23 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
- 4.24 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 located at the University Services Building.
- 4.25 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.
- 4.26 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFB; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.27 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.
- 4.28 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.
- 4.29 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.
- 4.30 Termination**
- 4.30.1 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 subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful

Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

- 4.30.2 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.
- 4.30.3 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.
- 4.30.4 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.
- 4.30.5 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.
- 4.30.6 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.

4.30.7 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 subcontractor Vendor of any public procurement unit or other governmental body.

4.31 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.

4.32 Scrutinized Business. Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Contractor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.

5.0 Certification of Bid (vendor to complete and return with bid)

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

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

This Bid is submitted in response to **Request for Bids #S021004**, issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that the undersigned, as a duly authorized officer, hereby certifies that _____

_____ (Vendor's Name), located at

_____ (address, including city and state),

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

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

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

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

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

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 Business
- Small Women-Owned Business
- Small Disadvantaged Woman-Owned Business
- Small Veteran-Owned Business
- Small Disadvantaged Veteran-Owned Business

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone #: _____ Facsimile #: _____

E.I.N or SS #: _____ E-Mail: _____