

THE UNIVERSITY OF ARIZONA®

Procurement and Contracting Services

Request for Proposals for a

Variable Pressure Scanning Electron Microscope

Please mark all proposal submission envelopes with the following information

Sealed RFP # S021005

Due on November 2nd, 2009 at 2:00 PM, MST



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For

REQUEST FOR PROPOSALS NO. S021005

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THE UNIVERSITY OF ARIZONA®

PROCUREMENT AND CONTRACTING SERVICES

REQUEST FOR PROPOSALS, (RFP) # S021005

1.0 STATEMENT OF WORK

- 1.1 **SUMMARY.** The Arizona Board of Regents (**ABOR**), on behalf of the University of Arizona (**University**), is soliciting proposals from interested vendors to furnish the University with a [variable pressure scanning electron microscope](#).
- 1.2 **COVERAGE AND PARTICIPATION.** The intended coverage of this RFP, and any Agreement resulting from this solicitation shall be for the use of the Departments of Geosciences and Planetary Sciences at the University. Other University Departments, 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 along with any Arizona state or local governmental agency, may access an Agreement resulting from this solicitation issued and administered by the University.

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 **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.

10-16-09 **Issuance of RFP**
10-23-09 **Technical Questions/Inquiries due by 2:00 PM, MST**
11-02-09 **RFP Due at 2:00 PM, MST**

- 2.3 **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 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).

2.4 PROPOSAL PREPARATION INSTRUCTIONS

- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 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.
- 2.4.4 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 acceptable), ONLY to Rob McMullen, with a copy to Lila Sorensen. 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 2.4.1 above). All questions, clarifications and notification of errors and omissions in this RFP are due by 2:00 PM, MST on Friday, October 23rd, 2009.

For U.S. Mail:

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

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 and Lila Sorensen

Rob McMullen's contact information:

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

Lila Sorensen's contact information:

Telephone No. 520-626-3538
Fax No. 520-621-5179
E-Mail Address: lilas@email.arizona.edu

- 2.4.5 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.

All addenda will be posted to our web site:

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

- ***Vendors who want the addenda supplied to them in another form must notify Rob McMullen 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 2:00 PM, MST on October 23rd, 2009.**

- 2.4.6 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.web.arizona.edu/purch/vendor/vendorrfp.htm>

- ***Vendors who want the revisions supplied to them in another way must notify Rob McMullen 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.

- 2.4.7 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.**
- 2.4.8 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.
- 2.4.9 Proposal Organization.** Vendors should utilize the spaces following each section in 5.0 to provide the answers to the questions or the information asked for. **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
- 2.4.10 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.
- 2.4.11 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.

- 2.4.12 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.
- 2.4.13 Performance Bond.** **The Successful Vendor may be required to provide and pay for a performance bond if any payment is required before delivery and acceptance of the instrument.** Such bond shall cover the faithful performance (100%) of the Agreement, in such form as is contained in this RFP (section 8.0). The Successful Vendor shall deliver the bond to the University prior to the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the bond 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.
- 2.4.14 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.

2.5 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 2:00 PM, MST on Wednesday, October 28th, 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 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

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.** 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.

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

2.5.1 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.

2.5.2 Number of Proposal Copies to be Furnished. Vendors are to submit **one (1) original**, marked "original", and **five (5) copies**, marked "copy", in hardcopy form.

2.5.3 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.

2.5.4 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 # S021005
Due at 2:00 PM, MST on November 2nd, 2009
Attention Rob McMullen

2.5.5 Withdrawal of RFP. Vendors may withdraw their proposals any time prior to the RFP due date. Vendors may request to withdraw their proposals after the RFP due 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.

2.5.6 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.

2.6 EVALUATION PROCESS AND AWARD

- 2.6.1 Contractual Intent/Right to Terminate and Recommence RFP Process.** The University intends to contract with one or more vendors whose proposal(s) are 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.
- 2.6.2 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 due 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.
- 2.6.3 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.
- 2.6.4 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.

2.6.5 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

2.6.6 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.

2.6.7 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.

2.6.8 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, taking into consideration the following evaluation criteria listed in the relative descending order of importance. In some cases, two or more of the criteria may have the same importance, but in all cases a criterion in lower order as presented below will not be more important than the criterion listed above it. The University is under no obligation whatsoever to select the proposal that has the lowest pricing unless it is also the one receiving the highest overall score considering all of the following criteria.

Evaluation Criteria

- Ability to meet desired specifications (section 5.2)
- Logical and efficient integration of the various components (section 5.5.1)
- Reliance on the smallest number of separate computer systems and operating programs (section 5.5.2)
- Efficient use of space on and adjacent to the instrument (section 5.5.3)
- Price (section 5.6.10.3)
- Warranty and Service contracts (section 5.6.2)
- Delivery time (section 5.6.9)

2.6.9 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*.

2.6.10 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.

2.6.11 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

2.6.12 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 or via email. 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>.

2.6.13 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.

2.6.14 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. Please note that proposals that are sent via U.S. Mail are first delivered to the University's Post Office and may take several days before they do reach the address above. If time is of the essence, be advised to hand deliver or send proposal via an express delivery service other than the U.S.P.S.
- 3.4 Instrument.** Is the combined SEM, Color CL system, and EDS/EBSD system.
- 3.5 May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable.
- 3.6 MST.** Mountain Standard Time. We do not observe Daylight Savings Time.
- 3.7 Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.
- 3.8 Opening Date and Time.** Same as Due Date and Time.
- 3.9 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.
- 3.10 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.
- 3.11 Provider.** Same as Vendor.
- 3.12 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.

- 3.13 Respondent.** Same as Vendor.
- 3.14 Response.** Same as Proposal.
- 3.15 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.
- 3.16 Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.
- 3.17 Supplier.** Same as Vendor.
- 3.18 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.
- 3.19 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.
- 3.20 Vendor's Proposal.** Same as Proposal.
- 3.21 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, Non-Discrimination and Immigration.
- 4.13 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.

- 4.14 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, 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.
- 4.15 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 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 ARS §§ 35-391(15) and 35-393(12), respectively.
- 4.19 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.
- 4.20 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.
- 4.21 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.

- 4.22 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.
- 4.23 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.
- 4.24 Furnish and Install.** The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or system will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.
- 4.25 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.
- 4.26 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 Two Million (\$2,000,000.00).

The insurance policies required in the statement 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.

- Worker'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.

- 4.27 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 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.
- 4.28 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 Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.
- 4.31 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
- 4.32 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 located at the University Services Building.
- 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 Performance Bond.** The Successful Vendor **The Successful Vendor may be required to provide and pay for a performance bond if any payment is required before delivery and acceptance of the instrument.** Such bond 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 bond to the University not later than the date of executing

the Agreement. The Successful Vendor shall require the attorney in fact who executes the bond 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.

- 4.35 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 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.
- 4.37 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.
- 4.38 Right of Inspection.** University shall have the right to inspect the goods at delivery before accepting them.
- 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 Shipment Under Reservation Prohibited.** Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
- 4.41 Specifications: Brand Name or Acceptable Alternate.** Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalogs cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not

known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

4.42 Successful Vendor to Package Goods. Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

4.43 Termination

4.43.1 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.

4.43.2 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.

4.43.3 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.

4.43.4 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.

4.43.5 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.

4.43.6 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.

4.43.7 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.

4.44 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.

4.45 Title and Risk of Loss. The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

4.46 Warranties. In addition to any implied warranties, Successful Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5.0 SCOPE OF WORK, DESIRED SPECIFICATIONS, MISCELLANEOUS

5.1 SCOPE OF WORK. The Departments of Geosciences and Planetary Sciences at the University are looking to purchase a Variable Pressure Scanning Electron Microscope (SEM) system that is equipped with a Secondary Electron (SE) detector,

Backscatter Electron (BSE) detector, Color Cathodoluminescence (CCL) imaging system, and integrated Energy Dispersive X-ray (EDS) and Electron Backscatter Diffraction (EBSD) detector system. The instrument system must be able to image/analyze both uncoated and coated samples over a wide range of pressures and accelerating voltages.

The SEM system will be used primarily for imaging and analysis of minerals and fossils of interest for research in the geosciences and planetary sciences. Proposals should focus on instruments that are optimized for this type of research. **Proposals must include the make and model number of each component of the instrument, along with specification literature.** The instrument and all components must be in new, unused condition. This instrument will be used solely for research and will be exempt from any sales tax.

Proposals **should be prepared and submitted by the microscope vendor**, with options for all reasonable configurations of CCL system and integrated EDS/EBSD system. Following are the desired specifications for each component of the SEM system. **For each component, please provide a detailed comparison against these desired specifications**

*****Vendors*** please note that your proposals should utilize the space after each of the following questions or requests for information sections below for your answers or information. You may use as much space as needed. You may include your own quote but do not put "see quote" or other similar references in the spaces provided to find the answers to our questions as your proposal may be rejected (see section #2.4.9 proposal organization).**

5.2 DESIRED SPECIFICATIONS OF THE SCANNING ELECTRON MICROSCOPE.

The following specific requirements are the desired specifications for the scanning electron microscope.

5.2.1 Magnification Range. At least 5X to 300,000X magnification. Please specify actual magnification range and number of steps.
_____.

5.2.2 Accelerating Voltage. At least 300V to 30kV. Please state actual accelerating voltage range as well as number and interval of steps.
_____.

5.2.3 Resolution. At least 3.0nm in High Vacuum mode and 4.0nm in VP mode (at 30kV). Please state actual resolutions available in both High Vacuum and VP mode. _____.

5.2.4 Electron Source. The system should have a pre-centered tungsten filament with the capability of automated and manual adjustments. Please describe filament assembly and state which adjustments are automated. Please provide additional information on Electron Source as appropriate.
_____.

- 5.2.5 Chamber/Column Configuration.** The sample chamber should allow for analysis of samples that are up to 200mm in diameter and 80mm in height. It should have at least 10 ports, with three at high angle (35 degrees) and an EBSD port that is vertically coplanar with the EDS detector, and a centrally located column. Stage should be eucentric and motorized with 5 axes of motion. Traverse ranges must be at least the following: X = 100mm, Y = 50mm, Z = 60mm. An image of the sample and holder should be available for viewing and recording. A removable column liner is preferred. Please state details of chamber configuration and provide additional information as appropriate. _____.
- 5.2.6 Sample Holders.** The instrument should be equipped with sample holders that are appropriate for thin sections, epoxy mounts that range from 8mm to 25mm in diameter, loose crystals, and rocks up to 1kg in weight. _____.
- 5.2.7 Vacuum System.** Instrument should have capability of rapid pump-down with fully automated sequencing of pumps and valves. Vacuum system should have full safety interlocks. Note that chilled water for cooling pumps is not available. Please describe pump/valve configuration and provide details of pump-down time for various vacuum levels. Optional pump configurations may be included in proposal. _____.
- 5.2.8 Vibration Isolation.** Instrument should have sufficient vibration isolation to accommodate addition detectors. _____.
- 5.2.9 Computer System.** Computer(s) should be modern and fully equipped Windows-based machine(s) with internet capabilities. Windows security updates must be permitted without interfering with the vendor's software. Monitors(s) must be at least 20" LCD flat-panel displays. Please describe computer hardware and operating system(s). _____.
- 5.2.10 Electron Detectors.** The SEM should have standard secondary (SE) and backscatter (BSE) detectors, a moveable/motorized Faraday cup device, and an Environmental Secondary Electron Detector (ESED) for use in variable-pressure mode. The Faraday cup device should be able to operate during EBSD analysis. Please state details of detectors and provide additional information as appropriate. _____.
- 5.2.11 Interface.** The system should have a simple but powerful interface that allows for the following:
- 5.2.11.1** Ability to display images from multiple detectors, with variable zoom, position, and sizing. _____.
 - 5.2.11.2** 360 degree digital scan rotation. _____.
 - 5.2.11.3** Multiple scan speeds. _____.
 - 5.2.11.4** Flexible image collection and integration options. _____.

- 5.2.11.5 Display of essential instrument parameters. _____.
- 5.2.11.6 Ability to enter and record information on images. _____.
- 5.2.11.7 Ability to modify live or saved SE or BSE images. _____.
- 5.2.11.8 User-friendly and powerful image database. _____.
- 5.2.11.9 Templates for preparing publication-quality images with annotations and operating conditions. _____.
- 5.2.11.10 At least 2 copies of software for off-line processing. _____.
- 5.2.12 **Software updates.** Software updates should be available for the life of the instrument at no cost. _____.
- 5.2.13 **Service manuals and schematics.** Instrument should be supplied with complete and detailed service manuals and schematics (in English). All manuals for vendor-supplied third-party items shall be provided. _____.
- 5.2.14 **Diagnostic software.** Instrument should be supplied with diagnostic software for in-house repair and service. _____.
- 5.2.1.15 **Spares Kit.** A spares kit that includes initial consumables and common replacement parts (including a spare wehnelt) should be provided. Please provide the details of the spares kit. _____.
- 5.2.16 **Other Equipment.** Please state any additional equipment needed, and include prices, for the efficient operation of all instrument features. _____.

5.3 DESIRED SPECIFICATIONS OF THE COLOR CATHODOLUMINESCENCE (CL) SYSTEM. The following specific requirements are the desired specifications for the color CL system.

- 5.3.1 **Color CL system.** The provided system should have all hardware and software to generate and analyze live color CL spectra. _____.
- 5.3.2 **Computer System.** Computer(s) should be modern and fully equipped Windows-based machine(s) with internet capabilities. Windows security updates should be permitted without interfering with the vendor's software. Monitors(s) should be at least 20" LCD flat-panel displays. Please describe computer hardware and operating system(s). _____.
- 5.3.3 **Software updates.** Software updates should be available for the life of the instrument at no cost. _____.
- 5.3.4 **Service manuals and schematics.** Instrument should be supplied with complete and detailed service manuals and schematics (in English). All

manuals for vendor-supplied third-party items should be provided.
_____.

5.3.5 Diagnostic software. Instrument should be supplied with diagnostic software for in-house repair and service. _____.

5.3.6 Spares Kit. A spares kit that includes initial consumables and common replacement parts should be provided. Please provide the details of the spares kit. _____.

5.3.7 Other Equipment. Please state any additional equipment needed, and include prices, for efficient operation of all instrument features.
_____.

5.4 DESIRED SPECIFICATIONS OF THE EDS/EBSD SYSTEM. The following specific requirements are the desired specifications for the EDS/EBSD system.

5.4.1 System Capability. The system should have the hardware and interface program that allows for complete qualitative and quantitative EDS and EBSD microanalysis. Sensor should be at least 40 square mm. Please describe capabilities of data acquisition and analysis system.
_____.

5.4.2 Interface Program. At least two copies of the interface program should be available to allow for off-line data analysis. _____.

5.4.3 Communication with SEM. EDS/EBSD should be able to communicate efficiently with SEM. One keyboard and one mouse configuration is preferred. Please specify communication interface. _____.

5.4.4 Computer System. Computer(s) should be modern and fully equipped Windows-based machine(s) with internet capabilities. Windows security updates should be permitted without interfering with the vendor's software. Monitors(s) should be at least 20" LCD flat-panel displays. Please describe computer hardware and operating system(s). _____.

5.4.5 Software updates. Software updates should be available for the life of the instrument at no cost. _____.

5.4.6 Service manuals and schematics. Instrument should be supplied with complete and detailed service manuals and schematics (in English). All manuals for vendor-supplied third-party items should be provided.
_____.

5.4.7 Diagnostic software. Instrument should be supplied with diagnostic software for in-house repair and service. _____.

5.4.8 Spares Kit. A spares kit that includes initial consumables and common replacement parts should be provided. Please provide the details of the spares kit _____.

5.4.9 Other Equipment. Please state any additional equipment needed, and include prices, for efficient operation of all instrument features.
_____.

5.5 INSTRUMENT REQUIREMENTS. “Instrument” is used describe the combined SEM, Color CL system, and EDS/EBSD system. In the evaluation of the instrument system, **a high priority will be placed on efficient and user-friendly operation of each component, logical and efficient integration of the various components, reliance on the smallest number of separate computer systems and operating programs, and efficient use of space on and adjacent to the instrument.** These factors will be evaluated and factored into final purchasing decisions.

5.5.1 Integration. Please describe how your Instrument will be integrated and explain its efficiencies. _____.

5.5.2 Computer Systems. Please detail the computer system(s) that you will be using for the Instrument. Please include the number of computer system(s) that are required along with the operating programs provided.
_____.

5.5.3 Footprint. Please detail the footprint of your proposed Instrument.
_____.

5.6 MISCELLANEOUS.

5.6.1 Installation and Acceptance terms. The Vendor must provide all parts, materials, labor, and rigging that may be required for instrument installation. The installation is to be done by a vendor engineer and be included in the price. Any consumables required to run the instrument during the acceptance testing must be supplied by the Vendor. Please detail anything that will need to be provided by University, e.g. utilities.
_____.

5.6.2 Warranty and service contracts. State all pertinent information on the warranty and service contract(s) for each component of the proposed instrument along with Instrument’s. Please include information and pricing for any available warranty extensions, and any available service contract extensions. The Vendor's warranty must not begin until the instrument has passed all acceptance tests. _____.

5.6.3 Optional equipment. Please provide a description and current price for optional equipment that is available for any of the instrument components. We are particularly interested in options that will increase operating efficiency, for example hardware/software that allows for automated operation, use of interactive (e.g., “Starboard”) displays, single-keyboard/mouse operation, etc. _____.

5.6.4 References. Please provide client references for your proposed instrument, including the names and telephone numbers of the contact persons. It is acceptable to provide client references for each separate component. _____.

5.6.5 Training. Training of users in operation and routine maintenance of the instrument is to be done by a vendor engineer and is to be included in the instrument price. Please detail the training that will be provided. _____.

5.6.7 Point of Contact. The Microscope vendor should be the primary point of contact for technical issues during warranty period. Please state this person's name and contact information. _____.

5.6.8 Support and Service. Proposals are to detail the following.

5.5.2.1 Availability of phone-in, on-site, and internet support for the instruments. _____.

5.5.2.2 Whether on-site service is available from a local service representative, and the location of the nearest service representative. _____.

5.6.9 Delivery. Please state the delivery time, from receipt of order, for your proposed Instrument, or if components will be shipped separately, the delivery time, from receipt of order, for each component. _____.

5.6.10 Detailed Pricing.

5.6.10.1 Shipping Cost. The University is attempting to ensure that we are receiving the absolute lowest cost on the actual items we will be purchasing. All vendors submitting proposals must show the shipping / freight costs as a separate item. Freight terms to be FOB Destination. The University reserves the right to take care of the shipping of the instrument. Please state your shipping price, the method of shipping, and the total weight of the instrument. _____.

5.6.10.2 Please state the price for each of your proposed Instrument(s), which includes the SEM, Color CL system, and EDS/EBSD system(s), installation, startup, and final acceptance. _____.

5.6.10.3 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 and acceptance of the systems, 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 _____

5.6.11 Payment Terms.

5.6.11.1 State your payment terms, e.g. Net-30, after final acceptance.
_____.

5.6.11.2 If your payment terms require any prepayment or progress type payments, state the cost of a performance bond as described in section 2.4.13. _____.

5.6.12 **Contact Information.** Provide the following information concerning your company:

5.6.12.1 **Contact for questions concerning your proposal.**

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

E-Mail: _____

5.6.12.2 **Contact for technical questions.**

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

E-Mail: _____

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 Proposals # S021005**, issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that _____ (Vendor’s Name), located at _____ (address, including city, state & zip code), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced 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 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 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 Business
- Small Women-Owned Business
- Small Disadvantaged Woman-Owned Business
- Small Veteran-Owned Business
- Small Disadvantaged Veteran-Owned Business

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

Name: _____ Title: _____

Signature: _____ Date: _____ 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 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 # S021005)**, 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)

8.0 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

(Vendor to complete and return with proposal)

In accordance with FAR 52.223-1 and FAR 52.223-2 entitled "Clean Air and Water", complete the following certification regarding Clean Air and Water and **return the completed certification with your solicitation response to RFP # S021005.**

The Offeror certifies that:

- (a) Any facility to be used in the performance of the award of this RFP **Is** **or Is Not** listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

- (b) The Offeror will immediately notify the Buyer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of Provision)

(Name of Firm)

(Address)

City, State, Zip)

(Signature)

Title

(Print or Type Name

Date

9.0 ARIZONA BOARD OF REGENTS PERFORMANCE BOND (Sample only)

Pursuant to Board of Regents Policy
(Penalty of this bond must be 100% of the contract amount.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 200____, to construct and complete a certain work described as _____
_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy, and all liabilities on this bond shall be determined in accordance with provisions of this section, to the extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 200____.

ipal Seal
By _____
Print Name _____

Surety Seal
By _____
Print Name _____
Address _____

Telephone # _____