

# THE UNIVERSITY OF ARIZONA®

## Procurement and Contracting Services

### Request for Proposals (RFP) for a Multi Player Gaming Simulation

Please mark all Bid submission envelopes with the following information

**Sealed RFP # S021006**  
**Due on Tuesday, November 17<sup>th</sup>, 2009 at 2:00 PM, MST**



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# THE UNIVERSITY OF ARIZONA®

## PROCUREMENT AND CONTRACTING SERVICES

### REQUEST FOR PROPOSALS, RFP # S021006

#### 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 **multi player gaming simulation to be used as part of a training program for growers about managing Lygus bugs within an agricultural region.**
- 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 University's Maricopa Agricultural Center and any other Department at the University. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution in Arizona as well as any 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.

<b>10-22-09</b>	<b>Issuance of RFP</b>
<b>11-03-09</b>	<b>Technical Questions/Inquiries due by 2:00 PM, MST</b>
<b>11-17-09</b>	<b>RFP Due at 2:00 PM, MST</b>

- 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](mailto: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 also acceptable), **ONLY** to **Rob McMullen, with a copy to Ted Nasser**. 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)**:

### **For U.S. Mail:**

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

### **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. 6<sup>th</sup> Street, 5<sup>th</sup> Floor  
Tucson, Arizona 85701  
Attn: Rob McMullen and Ted Nasser

Rob McMullen's telephone # is 520-621-3067, fax # is 520-621-5179, and email address is [rmcmulle@u.arizona.edu](mailto:rmcmulle@u.arizona.edu).

Ted Nasser's telephone # is 520-621-5449, fax # is 520-621-5179, and email address is [enasser@u.arizona.edu](mailto:enasser@u.arizona.edu).

These inquiries, questions and requests for clarification **must be received no later than 2:00 PM, MST on Tuesday, November 3<sup>rd</sup>, 2009**. Inquiries for clarifications / information that will not require addenda, may be submitted verbally to **Rob McMullen or Ted Nasser** at any time during this process.

- 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 two (2) University business days.

**All addenda will be posted to our web site:**

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

- ***Vendors who want the addenda supplied to them in another form must notify Rob McMullen or Ted Nasser 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 November 3<sup>rd</sup>, 2009.

- 2.4.6 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.**

- 2.4.7 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.

- 2.4.8 Proposal Organization.** Vendors shall present proposals in a format that can be readily incorporated into a contract. **Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in Section 5.** Vendors shall ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. **The**

**University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate.** The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.

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

**2.4.9 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.

**2.4.10 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.

**2.4.11 Performance Bond.** The Successful Vendor may be required to provide and pay for a performance bond if any prepayment is required. Such bond shall cover the faithful performance (100%) of the Agreement, in such form as is contained in this RFP. The Successful Vendor shall deliver the bond, if required, 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.

**2.4.12 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 5<sup>th</sup> floor of the University Services Annex building, 220 W. 6<sup>th</sup> Street, Tucson, Arizona 85701, no later than 2:00 PM, MST on November 17<sup>th</sup>, 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:**

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220 W. 6<sup>th</sup> Street, 5<sup>th</sup> 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 due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and **there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP.** When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

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 and three (3) copies**, in hardcopy form, **along with one**

**(1) copy in electronic form, on a CD in either Microsoft Word or as an Adobe PDF file.**

**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 # S021006  
Due on November 17<sup>th</sup>, 2009 at 2:00 PM, MST  
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 opening date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.
- 2.6.3 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 received after the due date and time, November 17<sup>th</sup>, 2009 at 2:00 PM, MST.
- 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 criteria in lower order as presented below will not be more important than the criteria 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**

- **An attractive and engaging product that is compatible with our learning objectives**
- **Ability to develop a simulation engine that mimics or replicates our expected pattern of Lygus movement through an ecosystem**
- **The extent and quality of the user interface and plans for an engaging user experience**
- **Ability to adjust economics factors (crop prices, growing costs, yield, and Lygus control costs) as inputs to economic reports to users**
- **Ease of use by the moderator/instructor**
- **Price**
- **Flexibility in interacting with our scientific team to better hone the vision and develop the solution**
- **Ability to meet our schedule**
- **Ability to modify the parameters and inputs to the simulation to achieve other results**
- **Ability to change the shape and scale of the agroecosystem (including crop components) to better mimic Arizona vs. W. Texas vs. central valley of California conditions**

- Flexibility and extensibility of the approach
- Experience
- Capacity
- Qualifications

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

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

- 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 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.
- 2.6.13 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 5<sup>th</sup> floor of the University Services Annex building; 220 W. 6<sup>th</sup> 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 May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable.
- 3.5 MST.** Mountain Standard Time. We do not observe Daylight Savings Time.
- 3.6 Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.
- 3.7 Opening Date and Time.** Same as Due Date and Time.
- 3.8 Proposal.** The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.
- 3.9 Proprietary Information.** Information held by the owner that, if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.
- 3.10 Provider.** Same as Vendor.
- 3.11 Request for Proposal (RFP).** A competitive negotiation process. It is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.
- 3.12 Respondent.** Same as Vendor.
- 3.13 Response.** Same as Proposal.
- 3.14 Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP.
- 3.15 Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.
- 3.16 Supplier.** Same as Vendor.

- 3.17 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona, and the other institutions named in Section 1.2 of this RFP document.
- 3.18 Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 3.19 Vendor's Proposal.** Same as Proposal.
- 3.20 Vendor's Response.** Same as Proposal.

#### **4.0 AGREEMENT TERMS AND CONDITIONS**

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

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

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

- 4.5 Conflict of Interest.** The Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 4.6 Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall

engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Fee 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 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.

- 4.25 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.
- 4.26 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.
- 4.27 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.
- 4.28 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.
- 4.29 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
- 4.30 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.
- 4.31 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.

- 4.32 Performance Bond.** The Successful Vendor may be required to provide and pay for a performance bond if any prepayment is required. Such bond shall cover the faithful performance (100%) of the Agreement, in such form as the University may prescribe and with approved sureties. The Successful Vendor shall deliver the bond, if required, to the University not later than the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.
- 4.33 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.
- 4.34 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.
- 4.35 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.
- 4.36 Right of Inspection.** University shall have the right to inspect and run (test) the simulation at delivery before accepting it.
- 4.37 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.
- 4.38 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.
- 4.39 Termination**
- 4.39.1 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.

- 4.39.2 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.
- 4.39.3 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.
- 4.39.4 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.
- 4.39.5 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.
- 4.39.6 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.

**4.39.7 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.

**4.40 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.

**4.41 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.

**4.42 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

**5.1 LEARNING OUTCOME.** We wish growers to develop an appreciation for making farm- or landscape level decisions in managing Lygus bugs over areas larger than a single field or farm. This requires acquiring basic skills in cooperation and communication with neighbor growers about their crop mix and distribution in space and time. Growers should learn by cooperating that they can maximize community outcomes with respect to pest management and economic gain.

**5.2 THE END GOAL.** Our end goal is to have a multi-player gaming simulation that can be used as part of a training program for growers about managing Lygus bugs within an agricultural region. The core guiding idea is that Lygus bug feeds and reproduces on many different crops - though some more than others - and readily moves around between crops within an agricultural region. Therefore, imagine that grower A plants lots of crop X (which Lygus bug really loves) and grower B plants lots of crop Y (which Lygus bug will eat, but is not its favorite). Grower B is likely to end up with tons of Lygus bug on his crop Y which have spilled over from grower A's crop X. In addition, not all crops are sensitive to Lygus bug injury, and general economic returns from different crops are again different and dynamic, subject to market conditions. So the best outcome for all growers is to make cropping decisions (the growing of crops in space and time) together rather than in isolation. The basic user experience is expected to be as follows:

1) Multiple growers (say 5 to 10, or up to 16, the size of our current mobile laptop capacity) are all sitting down at their own computer screen looking at a map of a hypothetical agricultural region of, for example, 25 square miles.

2) Each grower has a portion of that region on which they can plant crops, perhaps one square mile divided into say 16 fields of different shapes and sizes but generally

rectangular. They also have a list of (roughly) 5 crops that they can plant on their land.

3) Each grower selects what he/she is going to plant, and where - then “submits” their selections.

4) All the growers’ cropping choices are collected by a shared “server”, which then runs a simulation which predicts the impact of Lygus bug on each portion of the region, and conducts a detailed economic analysis based on average crop yield, average control costs for Lygus in each, and current market conditions.

5) Results are reported back to growers for their crops—these results >show up visually on their map and in tables of individual and community economic outcomes. Plus it is possible for the growers to see the results across the whole region.

6) Growers are then taught about the movement biology, ecology and management of Lygus in sensitive crops of their region through oral presentations and discussion (This is not formally part of the "game" but an integral part of the teaching of concepts to growers between simulation runs).

Multiple simulations combined with discussions and the option to work together to make cropping decisions form the core of this part of the grower training. A final run of the simulations should hopefully document a changed behavior of the users and improved Lygus management and economic outcomes.

**5.3 THE CURRENT STATUS.** We had a cooperator involved in a related project developing a high- level, but relatively simple simulation model in .net/C++ that represents an herbivorous insect population in a matrix of crop “cells”. He will be unable to continue with this project, but will continue to provide some important translational work to help the entomologists and e-learning service provider communicate with one another (i.e., he is both an entomologist and an e-learning developer and modeler).

Thus, the simulation engine must be built to support the game training (see explanations in PDF’s). We are currently developing empirical information on the potential impact (strength and distance of association) between Lygus source crops and Lygus sink crops (or other habitats, e.g., non-cultivated lands). It is unlikely this work will be completed in time to fully parameterize any simulation, but we do have inferences that will help us guide and evaluate the simulation construction and outputs.

Once this structure is in place, it will then be necessary to experiment with the simulation to arrive at a set of operating parameters that: (a) roughly reflect reality, and (b) demonstrate the desired concepts.

We will need the user interface, or the module that would handle input from multiple users, running of the model, and returning results to users.

**5.4 SUPPORTING PERSONNEL.** As lead on this project, Peter Ellsworth will be the consulting entomologist. He will also be running these training sessions with growers when the time comes and will be available to pilot test any beta versions with growers

and/or colleagues. Other entomologists will be available to assess the model output and help guide or refine the simulation. Dr. Russ Tronstad will be the consulting agricultural economist and will help develop all the supporting economic information that will be incorporated into model output (crop prices/ value, costs of production, etc.). Peter Ellsworth will provide all economic information on control costs for Lygus in various crops including variation to reflect "bad" years and good years with respect to population potential. Dr. Andrew Corbett is available to consult, most likely via phone conferences, and help us better communicate our needs and vision for this e-learning exercise to the contractor.

- 5.5 SUPPORTING INFORMATION.** This is a very broad overview of the role of Lygus bugs in Western agriculture and the entire effort, of which this game training is just one of more than 30 research and outreach projects. The Lygus RAMP, Why are we doing this, [http://cals.arizona.edu/apmc/docs/Ellsworth\\_why.pdf](http://cals.arizona.edu/apmc/docs/Ellsworth_why.pdf).

This is a very brief and symbolic review of how we would envision the training sessions. The Game Training Simulation Discussion, <http://cals.arizona.edu/apmc/docs/09RAMPGameTraining.pdf>.

- 5.6 TIME CONSTRAINTS.** Completion of the pilot-ready design and implementation of the game training simulation / e-learning module must be completed before June 2010. The game training simulation will then be pilot tested in Arizona by Peter Ellsworth and cooperators with fellow scientists and volunteer growers. Weaknesses in the design, interface, or simulation results and output will be provided back to the contractor for further refinement and final production to be delivered no later than 8/1/2010. Earlier pilot testing or other intermediate tests throughout the developmental process are encouraged. Detail your ability to meet this schedule.
- 

## **6.0 EXPERIENCE**

Please state who will be involved with this project and provide details of their experience with this type of project and provide 3 client references to include company name, contact name, telephone and email address. \_\_\_\_\_.

## **7.0 QUALIFICATIONS**

Please detail the qualifications of those that will be involved with this project and include a résumé for each individual. \_\_\_\_\_.

## **8.0 SIMULATION ENGINE**

Detail your ability to develop a simulation engine that will mimic or replicates our expected pattern of Lygus movement through an ecosystem. \_\_\_\_\_.

## **9.0 INTERFACE**

Explain the extent and quality of the user interface and plans for an engaging user experience. \_\_\_\_\_.

## **10.0 PARAMETERS AND INPUTS**

Detail your ability to adjust parameters and input to the simulation to achieve other results.  
\_\_\_\_\_.

## 11.0 SHAPE AND SCALE

Detail your ability to change the shape and scale of the agroecosystem (including crop components) to better mimic Arizona vs. West Texas Vs central valley of California conditions. \_\_\_\_\_.

## 12.0 FLEXIBILITY AND EXTENSIBILITY

Detail your approach and its flexibility and extensibility. \_\_\_\_\_.

## 13.0 INTERACTION WITH SCIENTIFIC TEAM

Detail your flexibility in interacting with our scientific team to better hone the vision and develop the solution. \_\_\_\_\_.

## 14.0 CAPACITY

Please state you capacity to complete this project, within the stated schedule.  
\_\_\_\_\_.

## 15.0 ECONOMIC FACTORS

Please detail your ability to adjust economic factors (crop prices, growing costs, yield, and Lygus control cost) as inputs to economic reports to users. \_\_\_\_\_.

## 16.0 PRODUCT

**Detail how your product is attractive and engaging and that is compatible with our learning objectives.**

## 17.0 EASE OF USE

**Please explain the ease of use of your product by the moderator/instructor.**

## 18.0 DETAILED PRICING

**18.1 BUDGET.** The budget for this project is \$70,000 and the University will not be able to provide additional funds. Please provide the details of your pricing, along with a firm, not to exceed price. \_\_\_\_\_.

**18.2 METHOD OF PAYMENT & DISCOUNT FOR EARLY PAYMENT.** The University's preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt of simulation, pay subsequent invoice 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 \_\_\_\_\_

**19.0 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 # S021006**, 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: \_\_\_\_\_

**20.0 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 # \_\_\_\_\_