

# THE UNIVERSITY OF ARIZONA®

## Procurement and Contracting Services

### Request for Bids for Herbarium Cabinets

Please mark all Bid submission envelopes with the following information

**Sealed RFB #S051013**

**Opening on October 28, 2009 at 2:00 PM, MST**



**THE UNIVERSITY OF ARIZONA®**  
**PROCUREMENT AND CONTRACTING SERVICES**  
**REQUEST FOR BID, RFB #S051013**

**1.0 STATEMENT OF WORK**

- 1.1 Summary.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting Bids from interested vendors to furnish the University with herbarium cabinets.
- 1.2 Coverage and Participation.** The intended coverage of this RFB, and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution in Arizona, may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

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

**2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

- 2.1 Original RFB Document.** The Office of Procurement and Contracting Services shall retain the RFB, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.
- 2.2 University Demographics.** For information about the University of Arizona, please visit the University's Internet web page at: [www.arizona.edu](http://www.arizona.edu).
- 2.3 Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFB need, or have questions about the University's accommodations for people with disabilities, please make arrangements with **Ted Nasser** at telephone #520-621-5449, facsimile # 520-621-5179, e-mail address [enasser@u.arizona.edu](mailto:enasser@u.arizona.edu). Such requests should be made as early as possible to allow time to arrange the accommodation(s)

**2.4 BID PREPARATION INSTRUCTIONS**

- 2.4.1 Vendor's Understanding of the RFB.** In responding to this RFB, the vendor accepts the responsibility fully to understand the RFB 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 RFB 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 RFB's process. In no case shall verbal communication override written communication.

**2.4.4 Questions, Communications and Inquiries between the University and Vendors.** Vendor inquiries, questions and requests for clarification related to this RFB are to be directed, in writing (e-mail and facsimile are also acceptable), to:

**For U.S. Mail:**

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

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

The University of Arizona  
Procurement and Contracting Services  
University Services Annex, Bldg. 300A  
220 W. 6<sup>th</sup> Street, 5<sup>th</sup> Floor  
Tucson, Arizona 85701  
Attn: Ted Nasser

Telephone No. 520-621-5449  
Facsimile No. 520-621-5179  
E-Mail Address: [enasser@u.arizona.edu](mailto:enasser@u.arizona.edu)

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

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

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

- Questions concerning this RFB must be submitted in writing (e-mail and facsimile are also acceptable).
- Errors and omissions in this RFB and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFB. Vendors shall recommend to the University any enhancements in respect to this RFB, which might be in the University's best interests. These must be submitted in writing (e-mail and facsimile are also acceptable).
- Inquiries about technical interpretations must be submitted in writing (e-mail and facsimile are also acceptable).

Informal communications shall cease on the date of distribution of this RFB and formal communications shall commence. On the date that the University notifies responding vendors of this RFB's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

**2.4.6 Pricing.** Vendors shall indicate pricing in the appropriate spaces and/or areas provided in this RFB. If the vendor responds with an "All or None" Bid, it shall be clearly and unambiguously marked as such.

The University may accept or reject in part or entirely the vendor's pricing when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing after the RFB closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing as effective for the entire intended contract term.

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

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

- **Vendors that want the revisions supplied to them in another way must notify Ted Nasser of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFB.**

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 RFB. The University may determine whether an addendum will be considered as part of this RFB and/or as part of any contract resulting therefrom. The University shall reject vendors' responses to addenda if such responses are received after the RFB closing date and time.

- 2.4.8 Attention to Terms and Conditions.** Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFB. 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 RFB are intended to be incorporated into this agreement. Bids that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

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

- 2.4.10 Bid Organization.** Vendors shall present Bids in a format that can be readily incorporated into a contract. Vendors may present narrative Bids provided that such Bids follow the same outline and numbering scheme of this RFB, including full descriptive cross-references to all requirements listed in the section titled "Specifications". Vendors shall ensure that their Bids 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 Bid 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 Bids contain the components set forth in the following list.

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

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

**2.4.12 Improper Business Relationships / Conflict of Interest Prohibited.** In connection with this RFB, each vendor shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among the vendor, the University, and any other party to this RFB. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

**2.4.13 Corrections, Changes, and Providing Information on Forms within the RFB.** Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFB.

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

## **2.5 BID SUBMISSION AND SUBSEQUENT OPENING**

Bids must be: **delivered sealed; be received; and be date/time stamped at the University's Procurement and Contracting Services office reception desk, which is located on the 5<sup>th</sup> floor of the University Services Annex building, 220 W. 6<sup>th</sup> Street, Tucson, Arizona 85701, no later than October 28, 2009 at 2:00 PM MST.**

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

The University of Arizona  
Procurement and Contracting Services  
University Services Annex, Bldg. 300A  
Tucson, Arizona 85721  
Attn: Ted Nasser

### **For FedEx, DHL, UPS 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: Ted Nasser

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

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

**2.5.1 Bid 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 RFB. 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 Bid Copies to be Furnished.** Vendors are to submit **one (1) original**, in hardcopy form.

**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.

**RFB # S051013**  
**October 28, 2009 at 2:00 PM MST**  
**Attention: Ted Nasser**

**2.5.5 Withdrawal of RFB.** Vendors may withdraw their Bids any time prior to the RFB closing date. Vendors may request to withdraw their Bids after the RFB closing date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFB'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 Bid, the vendor shall ensure that it is enclosed in a separate envelope from the Bid 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 Bid received in response to this RFB, along with any adaptation of such ideas. Selection or rejection of the Bid 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 Bid 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 RFB Process.** The University intends to contract with one or more vendors whose Bid(s) are considered to be in the best interests of the University. However, the University may terminate this RFB 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 RFB processes seeking the same or similar products or services covered hereunder.

**2.6.2 Effective Period of Bids.** Under this RFB, the University shall hold that vendors' responses to this RFB shall remain in effect for a period of ninety (90) days following the closing 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 Bid 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 Bid Acceptance/Rejection.** The University reserves the right to reject any or all Bids. 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 Bid that the

University deems not to be in its best interests. The University shall reject Bids submitted after the closing date and time.

**2.6.4 Errors and Omissions in Vendors Bids.** The University may accept or reject any vendor's Bid, in part or in its entirety, if such Bid 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 RFB. 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 Bid 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 RFB
- 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 be 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 RFB.

**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 RFB.

**2.6.8 Method of Award.** The evaluation of each response to this RFB will be based on its overall competence, compliance, format, and organization. The award shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Request for Bids.

**2.6.9 Notification of Non-selection.** The University reserves the right not to notify vendors whose RFB 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 Bid.

**2.6.10 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 RFB.

**2.6.11 Public Record.** After the award and execution of a contract resulting from this RFB, vendors' Bids 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.

### 3.0 DEFINITIONS

- 3.1 **Agreement / Contract.** All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.
- 3.2 **Bid.** The entirety of the vendor's responses to each point of this RFB, including any and all supplemental offers or information not explicitly requested within this RFB.
- 3.3 **Customer.** Unless otherwise implied by the context of the specific provision within this RFB, "Customer" means a customer of the vendor, other than the University.
- 3.4 **Due Date and Time.** This is the point in time that all Bids 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. Bids received after this date and time will not be opened or considered for award.
- 3.5 **MST.** Mountain Standard Time. We do not observe Daylight Savings Time.
- 3.6 **May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable
- 3.6 **Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your Bid as non-responsive.
- 3.7 **Proprietary Information.** Information held by the owner that, if released to the public or anyone outside the owner s organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.
- 3.8 **Provider.** Same as Vendor.
- 3.9 **Request for Bid (RFB).** A competitive process, in which goods or services are precisely specified and price is substantially the only competitive factor.
- 3.10 **Respondent.** Same as Vendor.
- 3.11 **Response.** Same as Bid.
- 3.12 **Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFB and to enter into a contract to provide the University with the products or services sought by this RFB.
- 3.13 **Supplier.** Same as Vendor.
- 3.14 **University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona, and the other institutions named in Section 1.2 of this RFB document.
- 3.15 **Vendor.** For purposes of this RFB, "Vendor" means any entity responding to this RFB with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 3.16 **Vendor's Bid.** Same as Bid.
- 3.17 **Vendor's Response.** Same as Bid.

#### 4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. 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: Supplemental Agreement; Request for Bid; Bid.

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

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

- 4.5 **Conflict of Interest.** The Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 4.6 **Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 4.7 **Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.
- 4.8 **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 RFB. 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 Administrative Remedies.** The Arizona Board of Regents has promulgated Administrative Remedies for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.19 Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 4.20 Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.
- 4.21 Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 4.22 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- 4.23 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.
- 4.24 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 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 DOLLARS (\$2,000,000) each occurrence.

- Commercial Automobile Liability insurance with a minimum combined single limit of TWO MILLION DOLLARS (\$2,000,000) each occurrence.

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

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

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

- 4.26 Intellectual Property.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Bid belongs solely and exclusively to the Arizona Board of Regents on behalf of The University of Arizona. Documents/drawings used in this Bid 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 Bid 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.
- 4.27 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.
- 4.28 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.
- 4.29 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.
- 4.30 No Waiver of Right by the University.** No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement
- 4.31 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.
- 4.32 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.
- 4.33 Performance and / or Payment Bonds.** N/A
- 4.34 Price Adjustment.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least

sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

- 4.35 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFB; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.36 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFB for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.
- 4.37 Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.
- 4.38 Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 4.39 Right of Inspection.** University shall have the right to inspect the goods at delivery before accepting them.
- 4.40 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.
- 4.41 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.
- 4.42 Specifications: Brand Name or Acceptable Alternate.** N/A
- 4.43 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.
- 4.44 Termination**
- 4.44.1 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.

- 4.44.2 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.
- 4.44.3 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.
- 4.44.4 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.
- 4.44.5 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.
- 4.44.6 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.
- 4.44.7 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.

- 4.45 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.
- 4.46 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.
- 4.47 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.
- 4.48** Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Contractor certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.

**5.0 SPECIFICATIONS, TECHNICAL REQUIREMENTS**

The University of Arizona requests bids for herbarium cabinets per the following specifications.

**Quantity 188 - Full-height single-wide herbarium cabinets:**

- 29-1/4" wide x 84" high x 20" deep
- Single Panel Steel Door
- Flush Locking Hardware
- Pull Out Work Shelf
- 26 Compartments

\$ \_\_\_\_\_/ea

**Quantity 2 - Full-height custom oversize cabinets:**

- 29-1/4" wide x 84" high x 20" deep
- Single Panel Steel Door
- Flush Locking Hardware
- 19 Full Width Shelves; 3/4" thick

\$ \_\_\_\_\_/ea

**Quantity 8 - Half-height single-wide herbarium cabinets:**

- 29-1/4" wide x 42-1/2" high x 20" deep Single Panel Steel Door Flush Locking Hardware
- 12 Compartments

\$ \_\_\_\_\_/ea

Cabinets proposed must match these dimensions or be very close (within 1"). These dimensions match our current cabinetry and will facilitate organizing them to the specifications of our space usage.

Prepaid Freight to Tucson, AZ 85721

\$ \_\_\_\_\_/ea

**The quoted equipment will have the following general features:**

- Heavy-duty steel construction.
- Powder coat finish; color to match SpaceSaver carriage color selected by customer Silicone gaskets.
- Flush locking hardware.
- Door to be single panel with hardware exposed.
- Cabinets to have gasketed access bottom plate as necessary to allow future maintenance on mobile carriages.
- Cabinets **MUST** to be palletized for shipment and vendor must specify agreement with this specification.
- Five-year guarantee on design, materials, and workmanship.

**6.0 CERTIFICATIONS AND FORMS (Vendor to complete and return with Bid)**

**6.1 Certification of Bid** (vendor to complete)

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

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

This Bid is submitted in response to Request For Bid **#S051013** issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that the undersigned, as a duly authorized officer, hereby certifies that \_\_\_\_\_

\_\_\_\_\_ (Vendor’s Name), located at

\_\_\_\_\_ (address, including city and state),

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

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

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

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

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

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Facsimile #: \_\_\_\_\_ F.E.I.N: \_\_\_\_\_