

# THE UNIVERSITY OF ARIZONA®

## Procurement and Contracting Services

Request for Bid for

**ARGOS Large Aspheric Mirror**

Please mark all proposal submission envelopes with the following information

**Sealed RFB # S111001**  
**Closing on November 16, 2009 at 2:00 PM, MST**



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**For**  
**REQUEST FOR BID NO. S111001**

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# THE UNIVERSITY OF ARIZONA®

## PROCUREMENT AND CONTRACTING SERVICES

### REQUEST FOR Bid, RFB # S111001

#### 1.0 SPECIFICATIONS, TECHNICAL REQUIREMENTS, DELIVERY, PRICING

- 1.1 **SPECIFICATIONS.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting bids from interested vendors to furnish the University with two (2) large aspheric lenses for the Advanced Rayleigh Ground Layer Adaptive Optics System (ARGOS) per the following specifications and drawing.
- 1.2 **TECHNICAL REQUIREMENTS.** To provide two (2) each glass substrates, polished and coated per the attached Technical Specifications and drawing LLT Large Asphere Lens Rev C.
- 1.3 **DELIVERY.** Please include the delivery schedule for each lens. The required delivery schedule for two (2) lenses is **on or before August 31, 2010**.
- 1.4 **EXPERIENCE and REFERENCES.** Please provide with your bid a description of your company's capabilities and past experience. Provide three (3) references from comparable institutions for similar products or services specified in this RFB. Include the company name, contact person and telephone number.
- 1.5 **SINGLE POINT OF CONTACT.** The University prefers a single point of contact for the duration of this project. Please supply name, telephone number, and email address of this contact.
- 1.6 **INSPECTIONS.** The University reserves the right for onsite inspections coordinated and conducted at the successful vendor's facility. Inspections may include: 1) After receipt of glass and prior to beginning of polishing. 2) Demonstration that lenses meet specifications in the test setup. 3) Inspection of lenses in shipping crates prior to shipment.
- 1.7 **SHIPPING.** Delivery is F.O.B. The University of Arizona. Successful vendor to package lenses in accordance with good commercial practice. Include with your bid, a statement describing the packaging of lenses and the method of shipment to The University of Arizona.
- 1.8 **FREIGHT.** Include freight costs to The University of Arizona. Freight not to exceed the amount quoted.

**1.9 DELIVERABLES INCLUDE:**

**1.9.1** Two each lenses.

**1.9.2** Glass Material Certifications.

**1.9.3** Witness sample confirming the reflectance specifications.

**1.9.4** Written Documentation demonstrating compliance with all specifications in this document and the provided drawing.

**1.10 PAYMENT SCHEDULE.** The University will consider progress payments. If you are requesting that progress payments be made, your bid must include detailed verifiable performance or progress milestones. Please note that if you are requesting any prepayment **without** meeting performance bond, and/ or if you will subcontract any part of this project, you will need to provide a Performance Bond. Please provide a separate cost of Performance Bond and Payment Bond as a separate item.

**1.11 DETAILED PRICING.**

**1.11.1 State your price for furnishing each lens.** \_\_\_\_\_

**1.11.2 State your price for coating each lens.** \_\_\_\_\_

**1.11.3 State costs for packaging each lens.** \_\_\_\_\_

**1.11.4 Provide freight costs for lenses.** \_\_\_\_\_

**1.11.5 Performance Bond.** \_\_\_\_\_

**1.11.6 Payment Bond.** \_\_\_\_\_

**1.11.7 Method of Payment & Discount for Early Payment**

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

Will you accept payment via credit card? Yes \_\_\_ No \_\_\_

Do you offer an early payment discount? Yes \_\_\_ No \_\_\_

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

If payment via credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card?

Yes \_\_\_ No \_\_\_

## 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 Schedule of Events.** The following is the tentative schedule that will apply to this RFB, but may change in accordance with the University's needs.

10-12-09	Issuance of RFB
11-06-09	Technical Questions/Inquiries due by 2:00 PM/MST
11-16-09	RFB Closes at 2:00 PM, MST

### 2.3 BID PREPARATION INSTRUCTIONS

**2.3.1 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.

**2.3.2 Questions, Communications and Inquiries between the University and Vendors.** **Vendor inquiries, questions and requests for clarification related to this RFB are to be directed, in writing (e-mail and facsimile are also acceptable),** to the buyer listed below. Once this RFB has been sent out, Vendors **are not to contact any University Department,** other than Procurement and Contracting Services, **concerning this RFB, or risk disqualification (see 2.3.1 above):**

FOR U.S. Mail

The University of Arizona  
Procurement and Contracting Services  
P.O. Box 210300A  
Tucson, Arizona 85721  
Attn: Karen Kenagy

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: Karen Kenagy

Telephone No. 520-621-8337

Facsimile No. 520-621-1578

E-Mail Address: [kkenagy@as.arizona.edu](mailto:kkenagy@as.arizona.edu)

- Questions concerning this RFB must be submitted in writing, and be received **prior to November 6, 2009 at 2:00 PM/MST.**
- 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 with respect to this RFB, which might be in the University's best interests. These must be submitted in writing, and be received **prior to November 6, 2009 at 2:00 PM.**
- Inquiries about technical interpretations must be submitted in writing, and be received **prior to November 6, 2009 at 2:00 PM.**
- Inquiries for clarifications / information that will not require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations..
- Addenda to this RFB.

**2.3.3 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/vendorrfp.htm>

- ***Vendors that want the addenda supplied to them in another form must notify Karen Kenagy listed in section 2.3.2 above of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFB.***

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after November 6, 2009 at 2:00 PM/MST.

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 opening date and time.

**2.3.4 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.**

**2.3.5 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.

**2.3.6 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.

**2.3.7 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.

**2.3.8 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.

## **2.4 BID SUBMISSION AND SUBSEQUENT ACTION**

Bids must be: **Delivered sealed; be received; and be date/time stamped at the University's Procurement and Contract 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 16, 2009.**

The University shall not accept Bids received by facsimile. The University shall, at the specified opening 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 associate pricing. The University will make no immediate decision at such time. The University will hold

unopened any Bids received after the opening 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 not cost or expense whatsoever to the University.

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

**2.4.1 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.

**2.4.2 Faxes Not Accepted.** The University shall not accept bids received by fax.

**2.4.3 Number of Bid Copies to be Furnished.** Vendors are to **submit one (1) original**, (1) copy, in hardcopy form, [along with a copy in electronic form, on a CD in either Microsoft Word or as an Adobe PDF file.](#)

**2.4.4 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 # S111001**  
**Due by November 16, 2009 at 2:00 PM, MST**  
**Attention: Karen Kenagy**

**2.4.5 Withdrawal of RFB.** Vendors may withdraw their proposals any time prior to the RFB closing date. Vendors may request to withdraw their proposals 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

## **2.5 EVALUATION PROCESS AND AWARD**

**2.5.1 Contractual Intent / Right to Terminate and Recommence RFB 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 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.

**2.5.2 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 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.

**2.5.3 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 bids that the University deems not to be in its best interests. The University shall reject bids submitted after the due date and time.

**2.5.4 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.

**2.5.5 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.

**2.5.6 Method of Award.** 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 RFB.

### **Evaluation Criteria**

- Price 50%
- Meet Specifications 25%
- Experience and References 15%
- Delivery 10%

**2.5.7 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.

**2.5.8 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 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 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 Proposal (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 Proposal.
- 3.12 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.
- 3.13 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 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 provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Supplemental Agreement; Request for Proposal; Proposal.**

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

certifies their status with regard to debarment, or suspension by any federal entity.

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

- 4.5 Conflict of Interest.** The Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 4.6 Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 4.7 Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.
- 4.8 Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 4.9 Inspection and Audit.** All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.

- 4.10 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.11 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.12 Non-Discrimination.** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.
- 4.13 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his 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 Administrative Remedies.** The Arizona Board of Regents has promulgated Administrative Remedies for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.18 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.
- 4.19 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.
- 4.20 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.
- 4.21 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.
- 4.22 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.
- 4.23 Indemnification / Hold Harmless.** The Successful Vendor shall indemnify, defend, and hold harmless the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or 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.

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

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

**4.25 Intellectual Property.** It is understood that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposal belongs to the University of Arizona only. Documents/drawings used in this proposal belong to the University of Arizona and/or are being used with permission. Intellectual property means inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood 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 hold 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 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.
- 4.31 Performance and / or Payment Bonds.** The Successful Vendor *may be required* to provide and pay for performance and/or payment bonds. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising thereunder, in such form as the University may prescribe and with approved sureties. The Successful Vendor shall deliver the required bonds to the University not later than the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.
- 4.32 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.

- 4.33 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 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.
- 4.35 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.
- 4.36 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.
- 4.37 Right of Inspection.** University shall have the right to inspect the goods at delivery before accepting them.
- 4.38 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.
- 4.39 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.
- 4.40 Specifications: Brand Name or Acceptable Alternate.** Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in

harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalogs cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

**4.41 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.

**4.42 Sudan and Iran.** Successful Vendor shall bear cost of packaging unless otherwise provided. SUDAN and IRAN SCRUTINIZED BUSINESS OPERATIONS: 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

#### **4.43 Termination**

**4.43.1 Convenience.** The University reserves the right to terminate the Agreement in whole or in part at anytime when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

- 4.43.2 Default.** The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.
- 4.43.3 Gratuities.** The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.
- 4.43.4 Insolvency.** The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.
- 4.43.5 Lack of Funding.** The Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

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

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

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

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

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

**5.0 CERTIFICATIONS AND FORMS** (Vendor to complete and return with proposal)

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

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

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

This proposal is submitted in response to **Request For Bid #S111001**, issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that \_\_\_\_\_ (Vendor Name), located at \_\_\_\_\_ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request For Proposal (RFB) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFB. The proposal 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 proposal.

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

The undersigned further certifies that their firm (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 (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:  **Big Business**  
 **Small Business**     **Small Disadvantaged**     **Small Business Women-Owned**  
 **Women-Owned Disadvantaged**     **Veteran owned**     **HUBZone**  
 **AZ. Small**     **AZ. Women Owned**     **AZ Disadvantaged**  
 **AZ Disadvantaged Women-owned.**

Person authorized to negotiate in good faith on behalf of this firm for purposes of this Request For Proposal is:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

RFB # S111001      Closing Date:11/16/09.      Closing Time: 2:00 PM/ MST

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**5.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

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

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203.12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, **by signing its offer**, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, -with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$ 1 00,000 shall certify and disclose accordingly
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 3 1, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$ 10,000, and not more than \$100,000, for each such failure.

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(TYPED OR PRINTED NAME)

\_\_\_\_\_  
(CITY, STATE, ZIP)

\_\_\_\_\_  
(DATE)

**RFB #S111001**

**Closing Date:11/16/09**

**Closing Time:2:00 PM MST**

5.3

CLEAN AIR AND WATER CERTIFICATION (APR 1984)

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

The Offeror certifies that:

- (a) Any facility to be used in the performance of this proposed contract **Is**  **or Is Not**  listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of Provision)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Print or Type Name and Title)

**5.4 ARIZONA BOARD OF REGENTS PERFORMANCE BOND**

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\_\_.

\_\_\_\_\_  
Principal Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Surety Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_

**5.5 ARIZONA BOARD OF REGENTS PAYMENT BOND**

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 promptly pay all monies due to all persons supplying labor or materials to him or his  
subcontractors in the prosecution of the work provided for in said contract, then this 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 the provisions  
of this section, to the same 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 this judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Principal Seal  
By \_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_  
Surety Seal  
By \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Telephone # \_\_\_\_\_



## 5.6 LEGAL WORKER CERTIFICATION

**Required for all Contracts for Services, Construction or Maintenance of any Structure, Building or Transportation Facility or Improvements to Real Property costing \$50K and over.**

Date: \_\_\_\_\_

Procurement and Contracting Services  
University of Arizona  
PO Box 210300  
Tucson, AZ 85721-0300

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor(s) under any Contract resulting from this solicitation shall be deemed a material breach of the Contract and is grounds for penalties, including termination of the Contract by the University. The University retains the right to inspect the records of the below entity, subcontractor(s) and employee(s) who perform work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor(s) who perform work under the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)