Procurement and Contracting Services

Request for Proposals for a Learning Management System

Please mark all proposal submission Envelopes with the following information

Sealed RFP # L191603
Due on November 4, 2015 no later than 2:00 PM, MST
<table>
<thead>
<tr>
<th>SECTION #</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Statement of Work</td>
</tr>
<tr>
<td>2.0</td>
<td>Definitions</td>
</tr>
<tr>
<td>3.0</td>
<td>General Information and Instructions to Proposers</td>
</tr>
<tr>
<td>4.0</td>
<td>Agreement Terms and Conditions</td>
</tr>
<tr>
<td>5.0</td>
<td>Scope of Work, Specifications, Technical Requirements</td>
</tr>
<tr>
<td>6.0</td>
<td>Certifications and Forms (Vendor to complete and return with proposal)</td>
</tr>
</tbody>
</table>
PROCUREMENT AND CONTRACTING SERVICES
REQUEST FOR PROPOSALS, RFP # L191603

1.0 STATEMENT OF WORK

1.1 Summary. The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested vendors to furnish the University with a comprehensive learning management system as described in section 5.0.

1.2 Coverage and Participation. The intended coverage of this RFP 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 or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

2.0 DEFINITIONS

2.1 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.

2.2 Customer. Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.

2.3 Contractor. Same as Successful Vendor.

2.4 May, Should. Indicates something that is not mandatory but permissible, recommended or desirable.

2.5 MST. Mountain Standard Time. We do not observe Daylight Savings Time.

2.6 Must, Shall, Will. Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of your proposal as non-responsive.

2.7 Proposal. The entirety of the vendor’s responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.

2.8 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 or confidential.

2.9 Provider. Same as Vendor.
2.10 **Request for Proposals (RFP).** A competitive process under which discussions and negotiations are allowed, it is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

2.11 **Respondent.** Same as Vendor.

2.12 **Response.** Same as Proposal.

2.13 **Responsible Vendor.** A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the materials, services, construction or construction services, to be provided; and who is in compliance with any and all licensing requirements of the State of Arizona.

2.14 **Responsive Vendor.** A person who submits a proposal which conforms in all material respects to the Request for Proposals.

2.15 **Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP.

2.16 **Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing, which take precedence over all other documents governing the transaction.

2.17 **Supplier.** Same as Vendor.

2.18 **University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona.

2.19 **Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.

2.20 **Vendor's Proposal.** Same as Proposal.

2.21 **Vendor's Response.** Same as Proposal.

### 3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

3.1 **Original RFP Document.** The Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

3.2 **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). For specific demographic information, visit [http://oirps.arizona.edu/UAFactBook.asp](http://oirps.arizona.edu/UAFactBook.asp).
3.3 **Schedule of Events.** The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University's needs.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/25/15</td>
<td>Issuance of RFP</td>
</tr>
<tr>
<td>10/14/15</td>
<td>Pre-Proposal Conference</td>
</tr>
<tr>
<td>10/16/15</td>
<td>Technical Questions/Inquiries due no later than 12:00 PM/MST</td>
</tr>
<tr>
<td>11/04/15</td>
<td>RFP is Due November 4, 2015, no later than 2:00 PM, MST</td>
</tr>
<tr>
<td>TBD</td>
<td>Vendor Presentations, (if necessary)</td>
</tr>
</tbody>
</table>

3.4 **Pre-Proposal Conference.** A non-mandatory pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP. Notification of attendance or nonattendance should be made to Celeste, at telephone # 520-621-3067, or facsimile # 520-621-5179, or email: CDKanzig@email.arizona.edu.

- **Date:** October 14, 2015
- **Time:** 10:00-11:00AM, MST
- **Place:** Call in only
  - Local call in: 520-626-8109
  - Long Distance: 866-218-6651
  - Access Code: 725757

The Buyer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Buyer, there is a need for such conference(s) in order to promote competition.

3.5 **Pre-Proposal Site Visit.** Not Applicable

3.6 **Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFP need, or have questions about the University's accommodations for people with disabilities, please make arrangements with Celeste Kanzig at telephone # 520-621-3067, facsimile # 520-621-5179, email address CDKanzig@email.arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.7 **PROPOSAL PREPARATION INSTRUCTIONS**

3.7.1 **Vendor's Understanding of the RFP.** In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the University.

3.7.2 **University Provides Information in Good Faith without Liability.** All information provided by the University in this RFP is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted therefrom.
3.7.3 Verbal versus Written Communication. Verbal communication shall not be effective unless formally confirmed in writing by the specified University procurement official in charge of managing this RFP’s process. In no case shall verbal communication override written communication.

3.7.4 Questions, Communications and Inquiries between the University and Vendors. All Vendor inquiries, questions and requests for clarification related to this RFP are to be directed, in writing (email and facsimile are also acceptable), ONLY to the Buyer listed below. Once this RFP has been sent out, Vendors are not to contact any University Department, other than Procurement and Contracting Services, concerning this RFP, or risk disqualification (see Section 3.7.1 above):

For U.S. Mail – Only (Please note that all U.S. Mail, including Express Mail, is delivered to the University’s Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):

The University of Arizona  
Procurement and Contracting Services  
PO Box 210300  
Tucson, Arizona  85721  
Attn: Celeste Kanzig L191603

For other methods of delivery (e.g. FedEx, UPS, etc.):

The University of Arizona  
Procurement and Contracting Services  
University Services Annex, Bldg. 300A  
220 W. 6th Street, 5th Floor  
Tucson, Arizona  85701  
Attn: Celeste Kanzig L191603

Telephone No. 520-621-3067  
Facsimile No. 520-621-5179  
Email Address: CDKanzig@email.arizona.edu

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

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 the Buyer named above, at any time.

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

- Questions concerning this RFP must be submitted in writing, and be received no later than October 16, 2015 at 12:00PM MST.
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University’s attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any
enhancements in respect to this RFP, which might be in the University’s best interests. These must be submitted in writing, and be received **no later than October 16, 2015 at 12:00PM MST.**

- Inquiries about technical interpretations must be submitted in writing, and be received **no later than October 16, 2015 at 12:00PM MST.**
- 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 under this RFP.
- Addenda to this RFP.

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

### 3.7.5 Addenda and the University’s Response to Communications from Vendor.

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

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

**http://pacs.arizona.edu/RFP-BID_Opportunities**

- **Vendors who want the addenda supplied to them in another form must notify Celeste Kanzig of that requirement. Otherwise, it will be the vendor’s responsibility to check the web site for any additional information and addenda concerning this RFP.**

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after October 16, 2015 at 12:00PM MST.

### 3.7.6 Pricing and/or Revenue Proposal.

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. The University may presume and hold as the vendor’s final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor’s pricing and/or revenue offerings when such offerings are not on an all-or-none basis. Vendor’s pricing and/or revenue proposals may not be modified after the RFP Due date and time unless University at its sole discretion decides that future negotiations will only enhance the Vendor’s offer to University. Should University decide that such negotiations would not be in University's best interests, pricing and revenue offer by Vendor at Due date and time may be considered by University as the Vendor’s best and final offer. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor’s proposal. The University may reject any proposal in which the pricing and/or revenue offering does not
conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All-or-None" proposal, it shall be clearly and unambiguously marked as such.

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

http://pacs.arizona.edu/RFP-BID_Opportunities

Vendors that want the revisions supplied to them in another way must notify the Buyer listed in this document of that request. Otherwise, it will be the vendor’s responsibility to check the web site for any additional information and addenda concerning this RFP.

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this RFP. The University may determine whether an addendum will be considered as part of this RFP and/or as part of any resultant contract. The University shall reject vendors’ responses to addenda if such responses are received after the RFP Due date and time.

3.7.8 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 RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

3.7.9 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 RFP.

3.7.10 Proposal Organization. Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in Section 5.0. Vendors should ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. The University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.
3.7.11 **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.

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

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

3.7.14 **Proposal Bond.** Not Applicable

3.7.15 **Performance and / or Payment Bonds.** Not Applicable

3.7.16 **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.

3.8 **PROPOSAL SUBMISSION AND SUBSEQUENT ACTION**

Proposals must be delivered sealed; be received and be date / time stamped at the University’s Procurement and Contracting Services office reception desk, which is located on the 5th floor of the University Services Annex Building, 220 W. 6th Street, Tucson, AZ 85701, no later than November 4, 2015 at 2:00 PM MST.

Vendors, please be advised that it is your sole responsibility to ensure that your proposal is received as described in the paragraph above. The University shall not be responsible for any delay’s that may occur.

Proposals must be delivered sealed to:

*For U.S. Mail – Only (please note that all U.S. Mail, including Express Mail, is delivered to the University’s Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):*

The University of Arizona
Procurement and Contracting Services

Page 9 of 39
no later than November 4, 2015 at 2:00PM MST. The University shall not accept proposals received by facsimile or email. The University shall, at the specified Due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor’s request and at no cost or expense whatsoever to the University.

If the University determines that due to an insufficient number of proposals received, it would be in the University's best interest, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond.

3.8.1 Proposal Costs. The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

3.8.2 Faxes and Emails Not Accepted. The University shall not accept proposals received by fax or email.

3.8.3 Number of Proposal Copies to be Furnished. (6) Vendors are to submit one (1) original, in hardcopy form marked “original” and five (5) copies marked “copy”, along with a copy in electronic form, on a CD, flash drive or other removable storage device, in either Microsoft Word or as an Adobe PDF file.

3.8.4 Binding and Marking. Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One," "Copy One of Proposal One," "Original of Proposal Two," "Copy One of Proposal Two;" and so on.
3.8.5 **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 # L191603  
November 4, 2015 by 2:00PM MST  
Attn: Celeste Kanzig

3.8.6 **Withdrawal of RFP.** Vendors may withdraw their proposals any time prior to the RFP Due date and time. Vendors may request to withdraw their proposals after the RFP Due date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP’s to such vendors.

3.8.7 **University’s Right to Use Vendor’s Ideas / Proprietary Information.** If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University’s right of use. Provided, however, that the University will, in good faith, honor any vendor information that is enclosed in a separate envelope from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary. **The envelope must also contain the reason(s) why the enclosed material is to be considered proprietary.** Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** 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. **At no time will the entire proposal be considered proprietary and be kept confidential.**

3.8.8 The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University’s right of use. Provided, however, that the University will, in good faith, honor any vendor information that is enclosed in a separate envelope from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary. **The envelope must also contain the reason(s) why the enclosed material is to be considered proprietary.** Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** 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. At no time will the entire proposal be considered proprietary and be kept confidential.

3.9 EVALUATION PROCESS AND AWARD

3.9.1 Contractual Intent / Right to Terminate and Recommence RFP Process. The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

3.9.2 Effective Period of Proposals. Under this RFP, the University shall hold that vendors' responses to this RFP shall remain in effect for a period of ninety (90) days following the Due date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.

3.9.3 Proposal Acceptance/Rejection. The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the Due date and time.

3.9.4 Errors and Omissions in Vendors Proposals. The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

3.9.5 Determination of and Information Concerning Vendor's Qualifications. The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
3.9.6 **Apparent 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 is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFP.

3.9.7 **Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

3.9.8 **Method of Award.** Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with [Section 3.7.10](#) of this RFP. The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance. Pricing must be a criterion. However, the University is under no obligation whatsoever to select, as most responsive the proposal that demonstrates the lowest pricing.

**Evaluation Criteria**

- Items Critical to Supporting Courses
- Items Critical to Supporting the Institution/references related to criteria
- Process for Change Management and Implementation/references related to criteria
- Community Service
- Cost

* Vendor Please Note: The ease of accomplishing a task will be evaluated in every response within the scope of work.

**Please note there are only 5 criteria involved in this RFP. The secondary headings within the scope of work are present to increase the readability of this document. They are not sub-criteria.

The contract will consist of the University's RFP, the proposal with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.

3.9.9 **Selection, Negotiation, Additional Information.** Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive and responsible vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that any proposal is a best-and-final offer.

3.9.10 **Pre-Award Presentations.** The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.
3.9.11 Pre-Award Negotiations. The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

3.9.12 Notification of Non-Selection. The University reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the University decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on our website.

3.9.13 Vendor's Need to Use Proprietary Rights of the University. All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this RFP.

3.9.14 Public Record. After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. The envelope must also contain the reason(s) why the enclosed material is to be considered proprietary. At no time shall the entire proposal be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. Pricing information cannot be considered proprietary or confidential.

3.9.15 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 any employee of the University has, or has a relative who has, a substantial interest in any Agreement that may result from 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).

4.0 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 Proposals; 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 and Rehabilitation Act. The Successful Vendor will
comply with all applicable provisions of the Americans with Disabilities Act, the
Rehabilitation Act, and all applicable federal regulations.

All electronic and information technology and products and services to be used by University
faculty/staff, students, program participants, or other University constituencies must be
compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act.
Compliance means that a disabled person can acquire the same information, engage in the
same interactions, and enjoy the same services as a nondisabled person, in an equally
effective and integrated manner, with substantially equivalent ease of use.

4.3.1 Electronic and Information Technology. Any acquisition considered electronic and
information technology (EIT) as defined by the Access Board at 36 CFR 1194.4 and in
the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and requires the
submission of a completed Voluntary Product Accessibility Template (VPAT) so that
the University of Arizona may ascertain conformance. Proposals or bids without a
completed VPAT may be disqualified from competition. The UA Guide to the VPAT
and the templates themselves are available to assist vendors in this process. See
information at http://drc.arizona.edu/about/vpat.

EIT is information technology (IT) and any equipment or interconnected system or
subsystem of equipment that is used in the creation, conversion, or duplication of data
or information. EIT includes, but is not limited to:

- telecommunication products, such as telephones;
- information kiosks and transaction machines;
- World Wide Web sites;
- software;
- multimedia (including videotapes); and
- office equipment, such as copiers and fax machines.

The University of Arizona reserves the right to perform real-world testing of a product
or service to validate vendor claims regarding Section 508 conformance. To facilitate
testing, the vendor will, upon request, provide the University with access to the product
being considered for purchase for a period of at least 30 calendar days.
4.3.2 **Services and Products.** An accessible *service or product* is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

Services provided include, but are not limited to:

- education and training;
- cultural and athletic events;
- vehicle rentals
- event space and lodging; and
- parking and transportation.

Products include, but are not limited to:

- office equipment;
- office and classroom furniture; and
- kiosks

4.4 **Conflict of Interest.** Pursuant to the provisions of Arizona Revised Statute § 38-511, 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.

4.5 **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.

4.6 **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.

4.7 **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.

4.8 **Inspection and Audit.** Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University
of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.

4.9 **Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

4.10 **Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

4.11 **Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

4.12 **Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.

4.13 **Prohibited Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.14 **Small Business Utilization Program.** The University is committed to its **Small Business Utilization Program** and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.

4.15 **Smoking and Tobacco Policy.** This policy applies to the University of Arizona main campus in Tucson, the Arizona Health Sciences Center, the Phoenix Biomedical Center, UA South and all University vehicles. This policy applies to University students, faculty, employees, contractors, volunteers, and visitors on its campuses and in its vehicles. To view the complete policy, click on [http://www.hr.arizona.edu/policy/classified-staff/408.0](http://www.hr.arizona.edu/policy/classified-staff/408.0). The Successful Vendor is expected to respect this tobacco free policy and fully comply with it.

4.16 **Export Control.** The Parties acknowledge that any goods, materials, or services specified in this solicitation may be subject to the export control laws of the United States, specifically including, but not limited to, the requirements of the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq., and the Export Administration Regulations, 15 C.F.R. 730-774.
Vendor shall inform the designated Buyer of the export classification in their response. The University may elect not to receive certain export controlled items.

4.17 Administrative (Legal) Remedies. The Arizona Board of Regents has promulgated Administrative (Legal) 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 Indemnification / Hold Harmless. The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (“Indemnitees”) 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 breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, 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.

4.23 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, Worker's Compensation insurance in accordance with applicable Arizona Statutes, for any 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.

4.24 Intellectual Property. It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.

4.25 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.

4.26 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.

4.27 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.

4.28 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.

4.29 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 Services located at 1117 E. Sixth St., Tucson, AZ 85721-0181.

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 shall 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 for Multi-Year Contracts.** 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 **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.

4.41 **Termination**

4.41.1 **Convenience.** The University reserves the right to terminate the Agreement in whole or in part at any time 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.

4.41.2 **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.

4.41.3 **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.

4.41.4 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.

4.41.5 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.

4.41.6 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.

4.41.7 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.

4.42 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.

4.43 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.

4.44 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.

4.45 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.

4.46 Non-Discrimination, Affirmative Action. Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4.47 PCI DSS AND PABP COMPLIANCE. Contractor acknowledges, warrants, and will maintain all applicable PCI DSS requirements to the extent the service provider handles, has access to, or otherwise stores, processes, or transmits the customer’s cardholder data and/or sensitive authentication data and/or can affect security of those entities that store, process, or transmit cardholder data (e.g. Managed Services).

Furthermore, Contractor must certify at time of contract/agreement to be in compliance and continue to meet all applicable requirements by providing validation either by appearing on the VISA Global Registry of Service Providers (CISP), Payment Card Industry Security Standards Council Validated Payment Applications list (if applicable), or provide a completed and signed Attestation of Compliance (AOC) signed by a PCI approved Quality Security Assessor (QSA). Any change in Contractor’s certification requires prompt (within thirty (30) days) written notification to the University of Arizona.

Furthermore, Contractor agrees to provide to the University of Arizona upon request, any supporting compliance documentation such as but not limited to Approved Scan Vendor (ASV) Attestation of Compliance (AOC), external scan results, penetration testing results, and/or a completed Service Provider Self-Assessment Questionnaire (SAQ) D (if not completing a third-party assessment).

Contractor agrees to indemnify the University of Arizona for any breach of its cardholder data attributed to the application, system, or Contractor controlled interface to CHD or service provided by the Contractor. Contractor agrees to notify the University of Arizona authorized representative within 24 hours in the event of unauthorized release of cardholder data.
5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The University of Arizona is conducting an RFP in the Learning Management System marketplace to ensure we have the best available tools for our faculty and students to improve their teaching and learning processes. In a typical year the University of Arizona has approximately 7,000 D2L course sites, 800 Blackboard Learn course sites, 30 Moodle course sites, and 30 Canvas course sites. In addition to understanding how the successful vendor of this RFP can support our faculty and students in their classes, we also want to insure the solution is robust enough to support the institution, assist with the change management process of consolidating systems, enable our faculty to only learn 1 system to meet all of their teaching and learning goals, and accomplish all of this with a sustainable economic process.

For many of the criteria in this RFP’s Scope of Work the responses may be different if provided from the perspectives of students, instructors, or support staff. If experiences are different then please include each perspective in your response and clearly label it. The ease of accomplishing a task will be evaluated in every response within the Scope of Work.

Vendor please note, the below headings are for reference only and do not indicate any sub criteria.

** Please note that many of the questions throughout the different criteria may require additional costs. If there are additional fees for any of the items then please specify in the attached Excel worksheet for costs. If the items are included in your base price than there is no need to itemize them on the cost worksheet.

Items Critical to Supporting Courses (Please answer all questions on worksheet posted with RFP).

(Please keep in mind the ease of accomplishing a task will be included in the evaluation of every response within the Scope of Work. Discuss the steps to accomplish each task whenever possible.)

Teaching and Learning

1. The ease, speed, and reliability of grading are of key importance in an LMS. Please describe the grading process for every activity tool in your system. Include how rubrics may be used in long answer quiz questions, student-submitted documents/assignments, and discussion postings.
   A. Can rubrics be created that students see before completing their work, used for peer evaluation tracking the completion of the rubric by a second student, and used for official grading in the tool while also having it viewable from that tool and the grades tool?
   B. Discuss the process for setting up peer review using a rubric and how an instructor can scaffold the learning process by gatekeeping stages based on completion of prior stages.
   C. In discussions and dropboxes/assignments can dates be set for the first draft or posting and then later dates be set on the same activity for reviews and replies? Explain how this may be handled for asynchronous discussion threads where different aspects of the assignment may have different dates that need to be quickly reviewable for grading.
   D. When reading a student’s work the rubric should be next to the work on the same screen, not a pop up on top of the work that forces the instructor to toggle back and forth. Are your rubrics embedded next to students’ work, or is it displayed in a separate window? Please include a screen shot of the grading process when using rubrics so that the placement of the rubric, as it relates to the student’s work, is clear.
   E. How do your tools handle inter-rater reliability on assignments?
      i. Can the student’s name be masked in a course site?
      ii. Can an assignment be graded without knowing who wrote it?
iii. Can an assignment be graded twice without either grader knowing the previous grade?
F. Are rubric criteria re-usable in multiple rubrics, or is each rubric stored as a self-contained whole?
G. If a rubric error is identified after grading has begun, can the rubric be 're-keyed' without losing data? Describe that workflow.
H. How does the system manage versioning in rubrics?
   i. Versioning within a single course site as the language in criteria or weights are tweaked
   ii. Versioning as the rubric is copied to multiple course sites
   iii. Versioning among multiple authors in a single course site
   iv. Versioning as students work is graded against a version with a spelling mistake, and then after that mistake is edited and assignments continue to be graded against the newly revised rubric

2. Discuss your grade tool abilities.
   A. Does your grade tool allow for multiple scoring calculations in a single course site?
   B. Example 1: One calculation for undergraduate students and another for graduate students that co-exist in a single course site; or one calculation for honors students and another for regular students that co-exist in a single course site.
   C. Example 2: On week 4 there is a quiz with a single question that asks students if they prefer to take a multiple choice exam or writing assignment. Each student makes a choice that then informs the grade tool how to calculate the final grade in both a points-based grade book and a percentage grade book.
   D. Does your grading system handle mastery-oriented grading schemes easily versus percent or points-based systems?
   E. Can you bulk upload a piece of information to a grade column that then tells the system which grade calculation to do for each student?
   F. Can the instructor tie two different activities to a single grade column?
   G. In a discussion tool there are unique grading situations: the initial post, the reply from one student to another and a response to the critique by another student. How does your system handle the grading process of multiple posts in a single discussion assignment?

3. Does your system provide a workflow for letting students decide if their work can be seen by other students and for instructors to highlight that submission as a great example so that other students can understand what is expected of them?

4. Can your system allow students to accept or decline participation in research based on their course activities? Does it allow faculty researchers to identify all, and only, consenting students' work for use in research about (i.e.) teaching effectiveness?

5. How is late work handled?
   A. Can a secondary date be set for work submitted later so that students can still submit assignments for partial credit?

6. What happens in your system for students that miss one step?
   A. Is there a way for the faculty and students to quickly recover?
   B. Scenario: 1,000 student course with the final 100 students adding the course at the start of week 2. Week 2 is set not to display until week 1 quiz is complete. Week 1 quiz closed on Friday of week 1. How would the instructor move forward and how would the student move forward? (Please provide an answer for all 3 of the following activities a quiz, discussion post, and a dropbox/assignment submission.)
7. Does your system allow an instructor to bulk upload information so that each student sees only what is meant for him or her as an individual or as a member of a group? An example may be a text entry in a grade column or some other tool in the system? Please specify file type for this question.

8. What does your system provide related to the ideas of adaptive learning, individual learning, mastery learning, and competency based education? Please provide a few examples of these learning styles in action, along with answers to the questions below:

A. How may courses be set up to be self-paced?
B. In what ways can an instructor create learning paths through their courses?
C. In what ways can they gate keep access between materials, activities, and grades to set up learning paths?
D. What are the types of conditions available for gatekeeping?
   i. Are you limited to start dates, end dates, and an on/off manual switch?
   ii. If you have other mechanisms such as group enrollment, section enrollment, completion status in written assignments, discussion posts, or grades, then please specify all types.
   iii. What conditions can you use to group students for assigning group work and providing group feedback?
   iv. For materials that students do not yet have access to, can students see these items so they know they exist, with a message that explains why they are not yet available, or are these “future” materials simply absent from the students’ screens?
   v. Do you have a graphical representation in the course site that shows instructors and students where they are in the structured process and what the complete course looks like?
      a. Is there a status bar that explains where the student is in that subset of material and activities?
      b. How does an instructor declare what is in that subset of conditionally released materials?

9. Discuss how content can be shared across courses and what types of control someone can have over that content.

A. After the initial push of materials how can content be updated in a “master course site” once and then pushed out to all connected courses?
B. What materials can be edited by the individual faculty in their specific course sites after the materials were pushed into it from a “master course site”?
C. If an activity such as discussions or quizzes is pushed out of the LOR into a second or third course site and then the instructor wants to make a change, are discussions and quizzes still connected or did I push out a copy that is no longer connected to the LOR?
D. Some items in a course are edited by the faculty and some by teaching assistants. How can a teaching assistant responsible for specific groups/sections of students make materials available to their students only?
   i. Can TAs mistakenly add something that is seen by all students?
   ii. Can TAs do this for course materials as well as activities?
   iii. Can certain columns in the grade tool then be tied to the section with unique section weights for that category of items?
E. Can grade distributions be analyzed at the section level?
F. Can groups be created based on section enrollments?

10. Does your system have the ability to handle question banking (the act of randomly pulling questions for each student from question pools)?

A. Is there an editable ‘preview’ that allows online exam creators to find and fix errors in questions, as well as answer keys, from a single view, rather than having to drill down question by question?
B. How does your system handle the grading of quizzes and exams involving large question libraries and randomized question sets? Example: A question library of 150 items, presented to students in 3 groupings with 50 questions being available in each grouping and 10 questions being pulled for each grouping in a random order. How does the instructor:
   i. Find a mis-keyed question to edit/rekey it?
   ii. Go from finding the item to editing the text or properties of the item?
   iii. Regrade the existing student attempts (correct the grading)?
   iv. Ensure that the edited/corrected item is stored in the question library?
   v. Log that a change has been made, when and by whom?

C. If your system supports question banking (the randomly pulling questions from multiple banks for a single quiz) then is there any looping back of analytics from students answering questions in past iterations of a course resulting in a "difficulty score" for each question?
   i. Can this score then be used as part of the randomizing and selection of questions for future students?

11. What is the management of quizzes and exams during the time in which they are available?
   A. Can errors be fixed while students are taking the quiz with their screens being updated?
   B. For some of the students who have not yet started do they see the new version?
   C. Can errors be fixed after all students have submitted with the fix saved for future attempts? Can the fix be made on the screen you are grading?
   D. How does the system manage versioning in exams?

12. Describe the ease of use in respect to adjusting exam/quiz time for students with time accommodations. (30 exams, 6 students in the course, how is exam time allowed adjusted to meet student accommodation and consider students who may require time and a half or double time extensions in the same course).

13. Does your system provide previews in each tool or is there a general preview that allows you to be in the system as a true student account that can walk through conditionally released content, submit assignments, be graded, and then view those grades without impacting the statistics for that course site?

14. Does your LMS have materials and activities that can help students with reviewing and improving common skills they may be deficient in?

15. In what ways can groups of students collaborate to create materials through the tools in your system?
   A. In what ways can groups collaboratively work on creating presentations?
   B. In what ways can an instructor provide feedback to a group and in what tools can group feedback be provided?

16. Please describe the process an instructor can go through for recovering from an accidental deletion. Please provide the steps for recovering course materials, course announcements, discussion posts, entire discussion threads/topics, quiz questions, quizzes, dropbox/assignment folders, and grade columns including the scores in the column.

17. Is there a way to make the syllabus of a course publically viewable outside of the LMS? How would a student go about discovering the link for the syllabus of a particular course? Is there an API for the Syllabus URL so that we can call back to our schedule of classes and display there?

18. Does your system contain a learning object repository (LOR) or do you have a partnership with a specific LOR that integrates with your product?
   A. Can you harvest objects from other LORs such as MERLOT?
B. Can you search objects in other LORs through your LOR?
C. Can an entire course site be sent to the LOR and then imported into a second course?
D. In this example, if there is a quiz or gradebook included in the import are they still attached to the LOR and updatable from the original course site or are they now copied into the new course site and separated?

19. Does your system provide an eportfolio?
   A. What happens to the students’ materials upon graduation?
   B. Can an instructor create an archive of a student’s eportfolio as a means of documenting completion status of a learning objective?

20. In what ways does your system support gamification?
   A. Does the system have any gamification such as Leaderboards, badges, or point totals outside of the gradebook?
   B. Is there a plan for the system to introduce these in the near future?
   C. Is there a known preferred product that can integrate into the system that will provide these tools?

Communication Processes and Capabilities

21. Discuss your system’s approach to communication. Some of the items to include are: email, SMS messages, RSS feeds, push notifications, and the use of Google Calendar to consume calendar events. What tools in your system utilize these communications and what tools do not?
   A. Please describe each tool’s notifications schedule. Do students choose from preset choices or can they personalize the schedule to their individual preferences?

22. When a student’s name is displayed in a roster, dropbox/assignment, discussions, quizzes, and grades, can an instructor communicate with them in the previously mentioned ways or only in some of the ways? If this is different for each tool, then please specify.

23. How does your system facilitate communication for the following roles?
   A. Instructor to student communication
   B. Student to instructor communication
   C. Student to student communication
   D. Instructor to instructor (especially with regards to course design and mentoring)
   E. If your system has roles for advisors, success coaches, or other members of campus, then please include these in your response.
      i. Typically in these situations, the advisor’s relationship is not with the course, but with some of the students across many courses. Can your system allow an advisor to see the correct students’ progress in courses without showing them all of the students in a course?

24. Are there novel items in your system that may be used to create community or integrate with social media for students to build connections outside of the LMS for studying and projects?

25. Does your system allow instructors and students to create video and/or audio messages?
   A. Please describe how students can leverage MP4 and MP3 recordings in your system.
   B. Does your system have the ability to record, edit, and caption them?
   C. Can they be submitted as part of a Quiz, discussion post, or dropbox/assignment submission?
Mobile Capabilities

26. Please describe what can be done in the 10 most popular tools in your system from an iOS and Android phone and tablet native application.
   A. Please describe what portions of your native mobile applications are accessible through the device’s built-in accessibility features (VoiceOver and Zoom on iOS and TalkBack on Android).

27. Please describe what can be done through HTML5 or a web responsive design in a browser on an iOS or Android phone or tablet.

28. Please describe what can only be done through a browser on a Mac or PC computer.

29. Does your system allow users to interact in an ‘offline’ mode with materials and activities and then sync upon connectivity being re-established?

Analytics and Reporting at the Tool and Course Level

30. Discuss how each of your activity tools (Dropbox/Assignments, Discussions, Quizzes, etc.) attempt to identify and display suspicious behavior that may indicate cheating has occurred.

31. Which tools in your system are sending information to TurnItIn, or a comparative product, for similarity scores? Examples may include long writing assignments, discussion posts, or long answers in online exams.

32. Does your system contain native functionality for remote proctoring by recording the screen, camera, and microphone? Can your system send identity challenges or lock down screens for online exams? If you cannot do these things through native features in your system, then please include the vendors that you have partnered with that can provide this functionality.
   A. Have your native remote proctoring tools been tested/verified for accessibility for individuals with disabilities who may be using assistive technologies
   B. In a course site, are there easily viewable reports that include time stamps for starting and submitting, total time on task, IP addresses, and re-entering for online exams?

33. What type of information is available for each tool, and within the course, that may help faculty understand what students are spending time on and who is at risk for a low grade or not completing the course? Can an instructor adjust the scales or sort results to create a better understanding of what happened?

34. How often is each report updated? Can I export data at will, daily, weekly, monthly?

35. Once the data has been exported from a quiz, what level of processing is required before a point biserial correlation can be completed? Is this information already in your system and available to instructors and students

36. Describe the types of analytics and reports your system provides at the tool level and at the course level, including:
   A. Student activities in the LMS
   B. Time on task
   C. Grades from quizzes or gradebook
   D. Time stamp verification on submissions and activities such as discussion boards, at initiation and completion
   E. System usage by teaching team members (e.g., teaching assistant activity, who did what and when)
F. Can an instructor adjust the scales to create a better understanding of what happened
G. Analysis across courses
H. Analysis across cohorts of students
I. Student-facing indicators of progress toward course completion
J. System log in history of a student
K. Course log in history of a student

Items Critical for Supporting the Institution

(Please keep in mind the ease of accomplishing a task will be included in the evaluation of every response within the Scope of Work. Discuss the steps to accomplish each task whenever possible.)

Analytics and Reporting at the Degree and Institution level

37. What types of analytics and reports does your system provide at the department, degree, and/or system levels? Can an administrator or instructor tie together a set of courses as being part of a degree and then see analysis across courses as it relates to cohort degree completion?

38. What is available to track a user across the entire system to understand if he or she is at risk of not completing a course, their degree, or simply not performing well that week or month?

39. What is available to administrators to demonstrate system usage to campus executives?

40. In what ways are you integrated with 3rd party apps, such as book publishers and discipline-specific homework solutions, with regards to them returning the clickstream data back to the LMS? Discuss your roadmap for the Caliper standard. (http://www.imsglobal.org/caliper/)

41. How often is each report updated? Can I export data at will, daily, weekly, monthly?

Integrations, Support, SLA, New Feature Requests, and Customizations

42. General Support
   A. Do you support the implementation directly or is it contracted out to an implementation partner? If so, who?
   B. What level of technical support do you provide for implementation?
   C. What opportunities for training are provided?
   D. What type of documentation do you have to support implementation?
   E. How long does an implementation typically take?

43. Please describe how you integrate with the following standards, protocols, and providers.
   A. Shibboleth
   B. Shibboleth with InCommon federation.
   C. Are you an LTI Consumer?
   D. Are you an LTI Provider?
   E. Can you import Common Cartridge?
   F. Can you export to Common Cartridge?
   G. Which SCORM version do you support?

44. Please include API calls for your system to:
   A. Create a user and assign a role.
   B. Create a course site.
C. Create groups or sections inside the course site.
D. Enroll an instructor.
E. Enroll students in the course site and the section/group.
F. Un-enroll a user from a course site.

45. Please describe how you integrate with the following vendors. What do they send back to you and what do they read from your system? If you only do an LTI integration and no API data is included in the integration, then please specify. If you have native functionality in your system that you are including in your RFP response that is doing similar work to these vendors then please specify that as well.
   A. Adobe Connect
   B. Adobe Experience Manager (Asset Management)
   C. Aleks
   D. Audacity
   E. Carnegie Mellon University – Open Learning Initiative
   F. Cengage
   G. Civitas
   H. Esynctraining
   I. Examity
   J. Examsoft
   K. Google Apps for Education (The University of Arizona wants the integration with GAFE to not create or delete users. We would like it to only find matching accounts as we provision access to GAFE outside of the LMS. GAFE is used for student email accounts. Please describe in some detail how your system integrates with GAFE.)
   L. MacMillan
   M. McGraw Hill
   N. Notebowl
   O. Panopto
   P. Pearson MyLabs
   Q. Peoplesoft
   R. Piazza
   S. ProctorU
   T. Purdue Passport
   U. Reg Online
   V. Respondus 4.0
   W. Respondus Lockdown browser
   X. Rosetta Digital Assessment Management and Preservation
   Y. Sapling
   Z. Software Secure
   AA. Turn It In plagiarism detection
   BB. Turning Technologies
   CC. Voicethread
   DD. Web Assign

46. If there is an additional cost for your system to provide exports of data to specific 3rd parties than please specify in the Cost criteria of this RFP. (We understand the 3rd party would have its own licensing costs, but we are specifically interested in knowing if there is cost in providing the data to the 3rd party.)

47. Please describe any relationships and processes you have with third party vendors that require the export and upload of LMS data into their systems for integrated analytics.
48. Please provide three referrals from companies with whom you integrate.
   A. Referrals should describe level of satisfaction with API capabilities; support the vendor receives from your company to answer questions during the development process, and troubleshooting integrations after they have been released to clients and are in use.

49. Support and SLA
   A. What is your data retention process?
      i. How long are course design elements made available?
      ii. How long are student submissions, activity click streams, and scores made available?
      iii. How long is user account information and user centric activity made available? (Examples include first name, last name, log in history, and email inbox.)
   B. How long do page loads work with tools in a course site when there are 25, 100, and 1,000 students in a course site? (Please discuss how long it takes from when the packets first enter your firewall until they leave your firewall.)
   C. Describe your process for applying updates and the frequency of updates being applied.
   D. What is your process for classification of changes?
   E. What is the threshold for a change to be considered large?
   F. Do you have a separate workflow for large changes vs small?
   G. Please describe the process you leverage for how to research the best way to layout your screens and design the human computer interaction.
   H. Please discuss how the University of Arizona will play a part in deciding your roadmap.
      i. What is the process for how the University of Arizona will participate in this process and impact design decisions?
      ii. Is there a public, or quasi-public way, for end-users to register requests and vote requests up or down?
      iii. Please highlight the last 2-3 large changes you made and provide 2-3 references from universities that participated in the design requirements process for these large changes.
   I. Please provide two referrals from university clients that are still clients and please provide two referrals from former clients with whom you no longer work.
   J. Do you offer self-help materials in the form of text, images, and captioned videos? Are these connected to each tool in the system from within the system? If roles and permissions have been tweaked by clients then are the help materials aware of this and adjust accordingly?
   K. Is your support 24/7 or extended weekdays?
      i. Do you offer Tier 1 or Tier 2 support to all faculty and students or only administrators?
      ii. Is there a limit to the number of people that can open tickets?
   L. Describe the expectations of an issue that prevents all students in one course (100 students) from taking their mid-term?
      i. What happens when you are told of the issue at 8pm Pacific time on a Friday night?
      ii. How much time progresses from the issue being reported and ticketed to Tier 4 logging into the servers and making a backend adjustment so that the quiz can be taken? (Assume this was not user error and T4 was required.)
   M. Describe your approach to addressing bugs reported by clients and other vendors. What is your process for bug reporting (who can report it, how must they report it, to whom do they report it)? How do you prioritize bug fixes? How do you communicate to clients and end users about bugs and bug fixes?
   N. If there is an additional cost for your system to provide different levels of support than please specify in the Cost criteria of this RFP. If the support has been outsourced to a 3rd party then please specify.

50. Please describe your “user group” made from your organization clients, how many members does it have, how often does it meet, who do they interface with in your company, and how is this forum integrated into
your change request, product development, and release management cycle?

51. Please provide your VPAT. At a minimum your VPAT should address accessibility, keyboard navigation, and screen reader accessibility.
   A. WCAG 2.0 AA and US Rehabilitation Act section 508
   B. Screen readers (Please include the browser with version number with the screen reader name and version that your product was tested with.)
   C. Keyboard navigation
   D. Low Vision and screen magnifiers
   E. How does your system handle the captioning of video and audio instructors and students create?

52. Are all areas of your application fully Unicode compliant in terms of both data entry and display?

53. Does your application fully support the major world orthographies (i.e., Chinese, Japanese, Arabic), including those with non-English directionality (R-L, or top to bottom)? Can it accommodate any practical orthographic tradition (i.e., Cherokee syllabics) that can be handled within Unicode?

54. Does your application fully support math and formal logic equation editors? (LaTeX and Math ML)

55. What level of customization can be done to the course site by the administrators, instructors and students?
   A. This might include colors, logos, fonts, CSS, lists of available tools, names of tools, placement of tools, and messaging from tools.
   B. What level of customization exists for each instructor and student?
   C. Can an individual student take a tool that was placed on the screen by an administrator or instructor and remove it from their screen? Can they add a tool they find more value in?
   D. Can the student set a color scheme or font size for themselves?
   E. Can they change the wording of push notifications and SMS messages?

56. Please provide a testing environment with at least 5 administrator accounts, 30 instructors, and 50 students. We would like the usernames and passwords for the generic accounts as we intend to conduct testing during the review process.

Process for Change Management and Implementation

(Please keep in mind the ease of accomplishing a task will be included in the evaluation of every response within the Scope of Work. Discuss the steps to accomplish each task whenever possible.)

The University of Arizona has several Learning Management Systems on campus. As such, we are interested in understanding how you may help us consolidate our systems with as few negative impacts as possible on our faculty and students. Blackboard Learn has been in use since 2001 and we have approximately 1,250 unique course sites that we may want to move. D2L has been in use since 2003 and we have approximately 11,000 unique course sites that we may want to move. Moodle has been in use since 2008 and we have approximately 40 unique course sites that we may want to move. Canvas has been in use since 2015 and we have approximately 40 unique course sites that we may want to move.

57. Describe the experiences you have had importing materials and activities from D2L, Blackboard, Moodle, and Canvas into your system.

Please include the following items in your answer:
   A. Problems you have encountered with gradebook calculations
   B. Types of quiz questions you do not support that your peers do
C. Quiz settings your system typically does not read as intended by the originating system
D. If, in the originating system, a link to Discussion Topic 3 was placed directly in an HTML file, does the link still resolve to Discussion Topic 3 without a manual adjustment of the HTML file?

58. If you offer a “white glove” additional service to minimize the problems in importing content from other systems or training 2,000+ faculty then please specify in the Cost section of this RFP.

Community Service with Non Matriculated Participants (Land Grant Mission)

(Please keep in mind the ease of accomplishing a task will be included in the evaluation of every response within the Scope of Work. Discuss the steps to accomplish each task whenever possible.)

59. In a given year the University of Arizona averages 8,000 course sites for courses with matriculated students. These courses are listed in our schedule of classes and users must be officially enrolled to take them. However, we also offer 500 – 1,000 workshops, projects, and trainings to people that are not enrolled in the university. This is done as part of our Land Grant Mission. Some university departments do charge for some of these workshops, projects, and trainings. If there are charges we are still a nonprofit institution. If these additional workshops, projects, and trainings were to use your LMS, how would this impact the pricing of the contract?

A. Our preference is to have our faculty learn only one system, but due to cost we may not be able to accomplish this. Some of our academic technology contracts allow for situations where as long as the “instructor” is a member of our campus community then participants can be anyone in the world. Other contracts stipulate both the “instructor” and “participants” must be part of the university community. If your system requires additional costs for the more open approach then please specify this in the Cost section of this RFP.

B. Self-paced and competency-based education becomes all the more critical in these educational situations. If you plan to reduce the functionality that you discussed in previous sections then please specify.

Cost

(Please keep in mind the ease of accomplishing a task will be included in the evaluation of every response within the Scope of Work. Discuss the steps to accomplish each task whenever possible.)

60. Please provide costs for a 3 year contract with the ability for the University of Arizona to renew two additional 1 year renewals. Please specify costs for licensing, hosting, and support.
   A. Please complete the cost worksheet in the attached Excel file to ensure all costs are accounted for.

61. Is there a key element of your system that you have not yet had the opportunity to inform us about or something that you wish to re-emphasize? Please use this question to elevate your response to the RFP and help us understand the key strengths of your system and the approach you take to improve teaching and learning.

5.1 Term of Agreement. This agreement is for an initial term of three (3) years with the option to renew for two (2) additional one (1) year periods for a total of up to five (5) years upon mutual agreement of both parties. If it is in the best interest of the University to exercise the final two (2) renewal options you will be given 90 days’ notice prior to the end of that fiscal year (June 30th) and prior to the renewal starting.

5.2 Detailed Pricing. See attached worksheet.
5.3 **Method of Payment & Discount for Early Payment.** The University’s preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt 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 _____

5.4 **References.** Provide references as directed under 5.0 on vendor worksheet.

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

6.1 **Certification of Proposal**

6.2 **Legal Workers Certification** (Required for all Contracts for: Services; Construction or Maintenance of Structure, Building or Transportation Facility; or Improvements to Real Property costing $100K and over)

6.3 **Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters (Mar 1996 as amended)** (Applicable to Federal Grants and Contracts >$30k)

6.4 **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended)** (Applicable to Federal Grants and Contracts >$150k)
Certification of Proposal (vendor to complete and return with proposal)

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

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

This proposal is submitted in response to Request for Proposals # L191603 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 Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety-(90) calendar days as of the Due Date for responses to the RFP.

The undersigned certifies that to the best of his/her knowledge: (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 who’s 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.

In accordance with Purchasing Policy 4.3 – Small Business Utilization Program, 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: ☐ Small Business ☐ Small Disadvantaged ☐ Small Business Women-Owned ☐ Women-Owned Disadvantaged ☐ Veteran owned ☐ HUB Zone ☐ Disabled Veteran Owned ☐ Alaska Native Corp. ☐ Historically Black Colleges and Universities and Minority Institutions

Arizona Small Business (has less than 100 fulltime employees, including employees employed in any subsidiary or affiliated corporation) please “CHECK one of the following: ☐ AZ. Small Business ☐ AZ. Women Owned ☐ AZ Disadvantaged ☐ AZ Disadvantaged Women-owned.

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

Name: ________________________________ Title: ________________________________

Signature: ________________________________ Date: ________ Email: __________

Telephone #: __________ Facsimile #: __________ F.E.I.N: __________

Page 36 of 39
6.2. 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 $100K 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)

(November 3, 2009)
In accordance with FAR 52.209-5, complete the following certification regarding debarment suspension, proposed debarment and other responsibility matters and return the completed certification with your solicitation response. (Applicable to Federal Contracts and Grants >$30k)

(a) Certification Regarding Debarment Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996 as amended)

(i) The Offeror certifies, to the best of its knowledge and belief, that

(A) Are □ Are Not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(B) Have □ Have Not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are □ Are Not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror Has □ Has Not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals”, for the purposes of this certification, means officers; directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of Provision)

(NAME OF FIRM)

(ADDRESS, CITY, STATE, ZIP)

(SIGNATURE) (DATE) (PRINT OR TYPE - NAME AND TITLE)
6.4. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991 as amended)

In accordance with FAR 52.203-11 and FAR 52.203-12 entitled "Limitation on Payments to Influence Certain Federal Transactions (Jun 1997 as amended), the following certification and disclosure regarding these FAR provisions are hereby incorporated and made a part of this bid/proposal solicitation requirement. (Applicable to Federal Grants and Contracts >$150k)

(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 $100,000 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 31, United States Code. Any person who makes 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)