Procurement and Contracting Services

Request for Proposals for the University of Arizona Student Unions and Intercollegiate Athletics to obtain qualified Vendors to provide BBQ, Donuts, Pizza and/or Sandwiches for concession food service at select locations within University of Arizona athletic venues.

Please mark all proposal submission Envelopes with the following information

Sealed RFP # L192003
Due on August 8, 2019 no later than 2:00 PM, MST
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PROCUREMENT AND CONTRACTING SERVICES  
REQUEST FOR PROPOSALS, RFP # L192003

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 of Arizona Student Unions and the Department of Intercollegiate Athletics (ICA) with qualified vendors for the provision of BBQ, Donuts, Pizza and/or Sandwiches for concessions food service at select locations within University of Arizona athletics venues. Interested vendors may submit proposals for the provision of one or more of the concessions food services listed.

In addition, an opportunity is available through ICA/IMG solely at the discretion of the successful vendors, to purchase an exclusive marketing sponsorship to promote the products and services for which they won the award. Should the vendor(s) choose not to acquire this exclusive sponsorship or meet the minimum investment, their respective food service category will remain open and available for competitive brands to acquire a marketing sponsorship with ICA/IMG.

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/. For specific demographic information, visit http://factbook.arizona.edu.

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>
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<tbody>
<tr>
<td>07/18/2019</td>
<td>Issuance of RFP</td>
</tr>
<tr>
<td>07/26/2019</td>
<td>Pre-Proposal Conference</td>
</tr>
<tr>
<td>07/26/2019</td>
<td>Vendors Visit University Site(s)</td>
</tr>
<tr>
<td>07/29/2019</td>
<td>Technical Questions/Inquiries due no later than 12:00 PM/MST</td>
</tr>
<tr>
<td>08/08/2019</td>
<td>RFP is Due August 8, 2019, no later than 2:00 PM, MST</td>
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3.4 Pre-Proposal Conference. A 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 should be made to Celeste Kanzig, at telephone # 520-621-3067, or facsimile # 520-621-5179, or email: CDKanzig@email.arizona.edu.

Date: July 26, 2019  
Time: 8:00 AM, MST  
Place: The University of Arizona  
McKale Center  
Room: Lohse, Room 325

The University will not accept a proposal from any vendor who did not have a representative attend the mandatory pre-proposal conference.

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. A non-mandatory pre-proposal site visit will be held or Site visits are encouraged for vendors who intend to respond to this RFP. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation because the vendor did not acquaint themselves with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the project work.

Notification of attendance should be made to Celeste Kanzig, at telephone # 520-621-3067, or facsimile # 520-621-5179, or email: CDKanzig@email.arizona.edu.

Date: Site Visit to follow Conference
The Buyer may choose to call for additional pre-proposal site visit(s) if, in the sole judgment of the Buyer, there is a need for such visit(s) in order to promote competition.

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
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

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 July 29, 2019 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 July 29, 2019 at 12:00PM MST.
- Inquiries about technical interpretations must be submitted in writing and be received no later than July 29, 2019 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 July 29, 2019 at 12:00 PM 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.

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

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 August 8, 2019 at 2:00PM 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  
P.O. Box 210300  
Tucson, Arizona 85721  
Attn: Celeste Kanzig

*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

no later than August 8, 2019 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. (1) Vendors are to submit one (1) original, in hardcopy form, along with a copy in electronic form on a 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 # L192003
August 8, 2019 at 2:00PM MST
Attn: Celeste Kanzig
Vendor Name

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.**

3.9 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 require 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 **Apparently Conflicting Information Obtained by Vendor.** The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information 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**

Vendors should submit a separate proposal for each concessions food service category they wish to obtain. For example, if Vendor A wants to operate concessions for Pizza and Donuts, Vendor A would submit one proposal for Pizza and one proposal for Donuts.

All proposals will be grouped by concessions food service category and evaluated by group on the criteria below.

1. **Financial (50%)**
   The proposal that provides the greatest financial return to the University. Proposals should include:
   
   A. **Guaranteed minimum payment to the University per game/event in athletics venues.** This should include a percentage commission payment per game/event for each concessions cart or stand (see Section 5.2).
   B. **Any other creative opportunities may be suggested.**

2. **Quality, Variety, and Price of Menu Items (25%)**
Proposals should offer a unique proposition for the desired concessions food service category including: strength of brand, detailed product quality and variety, available product sizes, “healthy” perceived product offerings, and ability to meet various dietary needs (gluten free, vegetarian, etc.). Menu pricing to customers should also be included.

3. **Service (15%)**
   Demonstrated ability to provide friendly, effective, and efficient service to customers in high traffic athletic venues including response time to customer orders and professional customer service.

4. **Stand Appearance and Equipment Quality (5%)**
   Vendors should provide detailed specifications for all equipment in their designated stand location(s) and/or specifications for their designated cart location(s). Visual mock-ups of proposed signage and menus should also be included in all proposals.

5. **Vendor Qualification and Management Plan (5%)**
   Each proposal should specifically address the Vendor’s qualifications and experience in providing the level of service required to fulfill the terms of their proposal. Vendors should include their company history and financial performance, and should provide specific references for other concessions-style operations run in the past to demonstrate their ability and experience to provide the services requested. In addition, Vendors should also address the issues of customer satisfaction and consumer preferences.

   All proposals should include an organization chart for the proposed staff. The management plan should detail the level of management and staff that will be actively involved in the operation.

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, for web-based applications, WCAG 2.0, Level AA Guidelines. In addition, the submission of a completed Voluntary Product Accessibility Template (VPAT) is required so 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://itaccessibility.arizona.edu/guidelines/purchasing/vpat](http://itaccessibility.arizona.edu/guidelines/purchasing/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 **No Boycott of Israel.** As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract. However, unless and until the District Court’s injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

4.18 **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

4.19 **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.

4.20 **Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.21 **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

4.22 **Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

4.23 **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

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

- Commercial General Liability (CGL) insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) general aggregate.
- 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 FIVE HUNDRED THOUSAND DOLLARS ($500,000).

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

4.26 **Additional Insurance Requirements (Consultants, Lawyers, Architects and Engineers Agreements).** Not Applicable

4.27 **Additional Insurance Requirements (Medical Services Agreement).** Not Applicable

4.28 **Additional Insurance Requirements (Handling Hazardous Wastes).** Not Applicable

4.29 **Intellectual Property.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposal belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of 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.

4.30 **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.

4.31 **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.
4.32 **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.

4.33 **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.

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

4.35 **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.

4.36 **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.

4.37 **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.

4.38 **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.

4.39 **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.

4.40 **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.

4.41 **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.

4.42 Termination

4.42.1 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.

4.42.2 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.

4.42.3 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.

4.42.4 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.

4.42.5 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.

4.42.6 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.

4.42.7 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.

4.43 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.

4.44 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.

4.45 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.

Contractor must provide written documentation, which outlines the specific PCI DSS compliance responsibilities of both the Contractor and the University of Arizona.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS
The University of Arizona invites proposals from interested vendors to furnish the University of Arizona Student Unions and the Department of Intercollegiate Athletics (ICA) with qualified vendors for the provision of BBQ, Donuts, Pizza and/or Sandwiches for concessions food service at select locations within University of Arizona athletics venues. Interested vendors may submit proposals for the provision of one or more of the concessions food services listed.

The University’s goal is to improve the customer/fan experience by improving concessions services and providing an increased variety of concessions food options. The University also aims to increase net revenues by maximizing the availability of different concessions food options at athletic venues and events and to develop creative strategies that will benefit the University and the Successful Vendors. The University desires a full service contract under which the Successful Vendors provide the concessions food service option(s) they are awarded at competitive pricing.

5.1 Term of Agreement. The initial term will be for a period of two (2) years with option to renew for three (3) additional one (1) year periods upon mutual agreement of the University and the Successful Vendor.

5.1.1 The initial term of the contract begins August 26, 2019 and ends June 30, 2021. The Term of this Agreement will end on June 30, 2024 if all successive options are renewed.

5.2 Payments & Commissions. Successful Vendors are required to make commission payment to the University for each game/event in athletics venues. All Vendors should designate their percentage commission to the University in their proposals using Attachment A.

5.3 Vendors understand that they must submit separate proposals for each concession food service category they wish to obtain, and they agree that their proposal for any given concession food service category is inclusive of all athletics venues where that category is assigned. Assignment of concessions food service category by athletics venue is below, and a detailed map/list of cart/stand locations in these venues is included in Attachment B.
• Arizona Stadium (Football)
  o BBQ, Donuts, Pizza and Sandwiches
• McKale Center (Basketball)
  o BBQ, Pizza and Sandwiches

5.4 ICA Sponsorship Opportunities: Not related to this RFP. The Successful Vendors do not have the rights to market and advertise the relationship with ICA without an annual sponsorship agreement, including the potential use of the block A logo and other University of Arizona trademarks. The relationship between the Successful Vendors and ICA may include an annual sponsorship investment with ICA and IMG, the exclusive marketing and corporate sponsorship partner for the University of Arizona. Arizona IMG manages all corporate marketing opportunities surrounding University of Arizona Athletics, including on-premise signage, TV, radio, print, web, premium hospitality, event marketing and promotions.

If desired, the Successful Vendors can secure a sponsorship with the University and Arizona IMG. If interested in a sponsorship agreement with ICA and Arizona IMG, please contact Joe Moeller at 520-626-5538 or at joe.moeller@img.com.

An annual sponsorship investment is at the Successful Vendors’ discretion, but it is strongly encouraged for those seeking additional exposure of their relationship with ICA. Following is a general listing of some of the many available high-profile exposure opportunities that may be included in a sponsorship agreement with ICA:

• In-venue branding on Successful Vendors’ concession packaging
• Opportunity to sell awarded concessions food service category in Fan Fiesta area for all home football games (no additional fees or revenue sharing with the Student Unions)
• “Bounce back to retail” couponing on product packaging used at athletic events and/or couponing targeting “Zona Zoo” (student section)
• In-game public address announcements, scoreboard graphics and promotions
• Radio advertising (English and/or Spanish) during football, men’s/women’s basketball, baseball, and softball broadcasts and/or football/basketball coaches shows
• Retail consumer promotions
• Facility signage (static or digital)
• Print advertising in game day programs and/or game day guides
• Advertising/promotional presence on official athletics website www.arizonawildcats.com

5.5 Operations and Maintenance.

5.5.1 Hours. The Successful Vendors shall be required to operate at all regular and post season events for Football and Men’s Basketball, and may be invited to operate during tournaments/special events for other sports. All cart and stand locations must be cleaned and secured immediately following each game. Vendors shall be open and operate as follows:

5.5.1.1 Football: Vendors will open at least 90 minutes before the beginning of each game, and will not close until the 4th quarter begins.

5.5.1.2 Men’s Basketball: Vendors will open at least 90 minutes before the beginning of each game, and will not close until the 2nd half with 10 minutes left on the game clock.

5.5.2 Equipment. The Successful Vendors must provide their own cart set up and equipment for all cart locations (see Attachment B). If the University is able to provide carts for some locations, the University will work with the Successful Vendors to determine exactly what equipment is needed for their respective cart locations.
For all stand locations, the Successful Vendors must provide their own equipment. The University will provide the physical stand “grey box”, but the Successful Vendors will be responsible for furnishing their stand(s) with any equipment necessary for their operations.

5.5.3 **Damage.** The Successful Vendors will have full responsibility for the costs of any damage to or loss of related equipment located at or owned by the University. The Vendors will also have full responsibility for cost to repair damage to the University’s premises which result from negligence or accidents by the Vendors or his employees.

5.5.4 **Removal.** The University reserves the right to require the removal and replacement of any related food service machines and/or equipment that the University deems not to meet its standards.

5.5.5 **Cleaning.** The Vendor will maintain all equipment in a clean and sanitary condition. Vendor will be responsible for cleaning under machines, top of machines and behind machines on a regular basis. Vendor will also be required to remove any and all trash which pertains to their concessions food service location.

5.5.6 **Deliveries.** All deliveries to Arizona Stadium must be brought in through Gate 6. Deliveries to the other venues shall be negotiated with the Successful Vendors.

5.5.7 **Stand Audits.** The Student Unions’ Concessions Manager or designated University representative shall have the right to random checks of stand inventories for the purpose of verifying sales.

5.5.8 **Pricing.** All menus and pricing shall be approved by the Student Unions’ Concessions Manager prior to the start of the contract/season. Prices for like items sold by the Successful Vendors shall be the same as the University (i.e. fountain beverages, bottled water, chips, etc.).

5.5.9 **CatCard.** The Successful Vendors may elect to utilize the University’s computerized and state tax exempt student Meal Plan, which is currently on the CatCard (University identification card). The University also has Department Meal Cards issued by the Meal Plan Office that could be accepted should the vendors elect to utilize the Meal Plan platforms. Costs associated with the operation of the CatCard will be borne by the Vendor. These costs include, but are not limited to: purchase of appropriate model card readers (must be compatible with the campus card system, currently Blackboard Transact), maintenance costs associated with access readers, cost of installation and maintenance of data lines, and any established transaction fees on sales transacted via the CatCard debit card. The transaction fee in the past has been 2.50% of sales transacted via the CatCard. Applicable transaction fees will remain comparable to fees charged to other vendors to accept payment via CatCard.

5.5.9.1 If Vendors choose to accept the CatCard as a method of payment, they must accept any discount programs offered through a University Meal Plan. More than 25,000 students, faculty and staff participate in the University Meal Plan program. The Arizona Student Unions’ Business Office provides vendor reimbursement from the Campus Meal Plan system on a monthly basis. In the event that the Vendor is delinquent on any rent or commission payments, the University will withhold payments from Meal Plan revenues.

5.5.9.2 It is the sole responsibility of the Vendor to check the CatCard to ensure that the individual using the CatCard is the owner of the card. Unauthorized use of a CatCard will be refunded to the owner of the card and charged to the Vendor. In the event of a University Meal Plan system malfunction, it will be
the Vendor’s option whether or not they accept the card for purchase. Any
and all losses resulting from acceptance of the CatCard will be the sole
responsibility of the Vendor.

5.5.10 **Acceptance of Credit/Debit Card.** Successful Vendors are required to accept
credit/debit cards as a form of payment from customers. Per University policy,
credit/debit card transactions cannot be processed over University wireless networks,
so Vendors will have to use devices with cellular/mobile antennas or a hard-wired
network connection. The cost associated with accepting this tender (including but not
limited to: registers, data and electric needs for hard-wired network connections,
cellular/mobile antennas and service, etc.) will be borne by the Vendor.

5.5.11 **Cash Handling.** Successful Vendors are responsible for all cash handling for all
concessions cart/stand locations. The Student Unions’ Concessions team is not
responsible for making change or providing any other cash resources for the Vendor
during a game/event.

5.5.12 **Staff/Employees.** The service employees of the Successful Vendors must wear
identifying uniforms and a picture ID at all times. Personnel relations of employees on
the Vendor’s payroll will be the Vendor’s responsibility. The Vendor will comply with all
applicable government regulations related to the employment, compensation, and
payment of personnel.

5.5.12.1 The University reserves the right to request that any employee be removed
from this account at any time.

5.5.12.2 Only employees working the events will be granted entrance to the venues.
Guests, including children and relatives, will not be permitted in the
concessions stands.

5.5.12.3 Vendors must provide a list with all employee names to the Student Unions’
Concessions Team the day before each game/event. In addition, Vendors
must designate and provide one employee to check in their staff at the
venues on the day of each game/event.

5.5.12.4 No one under the age of 16 will be allowed to work any events. Proof of age
may be required.

5.5.12.5 The Successful Vendors must provide all of their employees with a uniform
to wear while working in their concessions location. Uniforms must include a
company logo shirt, apron, and University of Arizona hat.

5.5.12.6 The Successful Vendors are expected to have enough staff and point of sale
(register) at each of their concessions cart/stand locations to fulfill
transactions at a rate of one minute or less (ultimate goal is 45 seconds per
transaction). The recommended minimum number of staff and point of sale
(POS) for each concessions cart/stand location is listed with **Attachment B.**

5.5.13 **Customer Service.** The University expects excellent customer service to all customers
on a consistent basis. As a result, Vendors should outline how they plan to deliver
excellent customer service to all customers from their concessions cart/stand locations.
Vendors should specifically address their food/beverage return policy and their spill/drop
policy (i.e. what do you do when a customer spills or drops the food/beverage item?) in
their proposals.
5.5.14 **Parking and Access Permits.** All Vendor vehicles on campus will be required to purchase and display approved vendor parking permits as required by University Parking and Transportation Services. All Vendor vehicles shall be removed from campus no later than the end of the day after an event. Golf Carts and Concession trailers may be permitted for an extended duration pending the mutual approval of UA Parking and Transportation, ICA, and the Arizona Student Unions.

5.5.15 **University Access/Keys.** The Vendor must purchase CatCards ($25) for any employee who will need access to any University facility. The CatCard is used for keyless access and is necessary to check out keys (if needed) from the University’s Facility Management Department for University Buildings. The Vendor should note that they must notify the University’s Facility Management Department within 24 hours of the discovery of lost or stolen keys. The unauthorized duplication or use of a card/key to a public building is a punishable offense under the Arizona Revised Statutes, Section 13-3715, and the Vendor will be assessed a re-keying charge for lost or stolen card/keys.

5.5.16 **Risk Management.** The Successful Vendor is responsible for all costs associated improvements and/or adherence and compliance to any codes such as safety, health, maintenance, and as recommended the University’s Risk Management Department. All city, county, and state codes and regulations must be adhered to while serving your product(s). This includes electrical, health, safety, and employment (labor regulations).

5.5.16.1 Vendors are required to submit copies of health permits to the Student Unions Concessions Manager along with copies of any inspections done by the health department for their locations at the University’s athletics venues.

5.5.17 **Utilities.** Utilities are the responsibility of the Successful Vendors. NOTE: All locations do not have sinks or drains, and there are various limitations in concessions stands and cart locations depending on the athletics venue. The University will provide the concessions locations to Vendors “as is”. Any upgrades are the responsibility of the Successful Vendors. The Vendors will be expected to work with the Pima County Health Department for the proper certification and approval of their locations as necessary.

5.5.18 **Signage.** All signage, including menus and menu displays, must be professional in nature (no handmade or handwritten posters, etc.) and approved by the Arizona Student Unions prior to installation. The Successful Vendors may utilize the on-campus print shop and design team for their signage needs and will be required to pay for any services used. Signs must conform to University, Athletics, and Student Unions policies.

5.5.19 **Inspections & Review.** In order to insure a mutually beneficial business relationship, the University expects to review its concessions food service business routinely. Product and equipment changes and advances will also be reviewed. This process will allow both the University and the Successful Vendors the opportunity to maintain the highest quality standards expected in this type of relationship.

5.5.20 **Pre-occupancy Inspection.** A physical pre-occupancy inspection and inventory of all concessions cart and stand locations will be conducted prior to the Successful Vendors taking possession of said locations. Any deficiencies will be noted and corrected by the Arizona Student Unions or accepted “as is” by both parties. Upon completion of this contract and all options, a post-occupancy inspection and inventory
will occur. Any new deficiencies noted are the responsibility of the Vendors to correct back to the original condition identified during the pre-occupancy inspection.

5.6 Accountability.

5.6.1 The Successful Vendors will e-mail the Stand/Cart Sales Reports individually labeled by game/event with the corresponding date to the Student Unions’ Concessions team by the Monday following the game/event (see Attachment C for a Sample Stand/Cart Sales Report). Sales Reports will include the summary of total sales of individual products for each stand/cart, a breakdown of total sales by location, and a recap of sales by cash, meal plan sales or other.

5.6.1.1 Vendors may also be required to submit copies of register “x” or “z” tapes and submit these copies with their Stand/Cart Sales Reports after each event.

5.6.2 The Student Unions’ Business Office will e-mail the invoice to the Vendors the week after the Stand/Cart Sales Report is received from the Concessions team.

5.6.3 All Student Unions’ per game/event payments and commissions shall be due net 10 days upon receipt of the e-mailed invoice, with the payment due date specified on said invoice. These payments will be in the form of a check delivered to the Student Unions Business Office by the 10th day. If payments are not received by the 10th day, the Vendors may forfeit opening for the next scheduled event.

5.6.4 Unless otherwise agreed in writing, the accounting period is defined as the last day of each month. The University’s fiscal year begins on July 1 and ends on June 30. The term gross receipts is defined as the total amount received for each item before deducting all cost of sales, licenses, taxes of every kind and description, or overhead expense. The Vendor agrees to pay all taxes, licenses, and other expenses, if any.

5.6.5 If per game/event payments and commissions are not received by the University on the due dates prescribed above, the unpaid amounts will accrue interest at the lesser of two and one-half percent (2.50%) per month or the highest contractual interest rate allowed by the State of Arizona. All such amounts will be calculated monthly and will be due and owing in the same manner and at the same time as the payments.

5.6.6 The Successful Vendors are required to maintain accurate and complete records as necessary for the proper operation of this contract. These records must be available for audit inspection by the University at any reasonable time. The University has the right, at Vendor’s expense, to request that the commission statements for the contract year be examined in accordance with generally accepted auditing standards by an independent certified public accountant. The scope of this examination should be such that an auditor’s opinion would be issued. The University may exercise this right no more than once per contract year.

5.6.7 The University will have the right to review the Vendor’s internal controls and accounting procedures relative to the Vendor’s operations at the University. This includes the ability to accompany route collections. Significant weaknesses will be rectified as soon as possible, but not later than thirty (30) days after written notice specifically describing such condition is received by the Vendor from the University.

5.7 Beverage Requirement. Student Unions Concessions will provide the Successful Vendors with all necessary beverage items including cups, lids, straws, syrup, CO2 and ice for all fountain beverages and any bottled beverages sold from concessions stands/carts. The Vendor agrees to use the same retail price for beverages as designated by Student Unions
Concessions (retail prices subject to change with each season), will only sell the bottled beverages provided, and will use the cups and syrups provided to sell fountain beverages if applicable. Vendors will retain $1.00 for each beverage sold, and the Student Unions Concessions will retain the remaining amount from each beverage sale. Vendors have the liability to collect and remit sales tax to the state for beverage sales at the sales tax rate of 8.7% (sales tax rate subject to change as determined by the state). Beverage sales and payment to Student Unions Concessions will be separate and independent from the required percent commission payment from other concessions food sales.

For example, the 2018 retail cost of bottled beverages in concessions was $4.00. The Vendor will pay 8.7% sales tax on each beverage sale, or $0.32 per bottle. The Vendor will remit $3.00 per beverage sold to Student Unions Concessions, and net $0.68 per beverage sold after taxes. Student Unions will invoice the vendor $3.00 for each beverage sold per game/event.

Vendors are required to maintain a detailed list of all spoiled or wasted beverage items that notes the reason(s) why. This list will be used by the Concessions team to match inventories delivered to items sold. Vendor inventories may be spot checked at any time by designated representatives of the Student Unions Concessions team.

5.7.1 The University of Arizona has negotiated an exclusive, campus wide beverage contract with Coca-Cola that includes fountain syrup, bottled/canned beverages, and water products. Successful Vendors are required to participate in this business arrangement and use Coca-Cola products only in their operation(s) on the University campus. If a new exclusive campus wide beverage contract is negotiated during the term of this contract, the Successful Vendors will be required to participate in the new business arrangement for any beverage products sold at their concessions cart/stand locations (fountain beverages, bottle/can soda, bottled water, etc.).

5.8 Subcontracts. The Successful Vendors will not subcontract the performance of any part of the contract without obtaining the prior written approval for each subcontractor from the University, which approval the University may refuse at its discretion and without recourse to the Vendor. If a subcontract is approved, the Vendor (contractor) will be responsible for any subcontractor activities the same as if the contractor were directly furnishing the service. All other terms of this agreement remain the same.

5.9 Contract Changeover. Following contract award, if Vendor is changed during the contract period, a period of thirty (30) days will be used to make an orderly transition to the new Vendor. This transition period will begin thirty (30) days prior to the expiration of the contract agreement.

5.10 UA Branding. Vendor may not use any University logo, trademark, brand or identity in any of its marketing materials, websites, signage, or for any other use without the written approval of the University of Arizona. Vendor shall not advertise any representation on behalf of the University of Arizona, its Board of Regents, or any agency thereof.

5.11 Awards. The RFP will be awarded based on the Evaluation Criteria noted in Section 3.9.8, the Vendor’s demonstrated ability to meet the requirements outlined in Section 5.0, and the total value of the Proposal.

5.12 Proposal Response (required). The Vendor’s proposal response should include the following information in the order specified. If the vendor fails to provide any of the information requested, the University may, at its sole option, ask the vendor to provide the missing information or evaluate the proposal response without the missing information.
Financial. Vendor must provide a schedule of payments and commission percentages as detailed in Section 5.2 using Attachment A.

Quality, Variety and Price of Menu Items. Vendor must detail all proposed product offerings, their varieties, prices, sizes, perceived quality, etc.

Service. Vendor must demonstrate how he/she will provide friendly, effective, and efficient service to customers in a high traffic environment.

Stand Appearance and Equipment Quality. Vendor must identify and provide specifications for all proposed concessions food service equipment, signage, menu boards, etc. A rendering/drawing of a proposed stand/cart should be included.

Vendor Qualification and Management Plan. Vendor must specifically address their qualifications and experience in providing the level of service required to fulfill the terms of their proposal, and should address customer satisfaction and preferences. In addition, Vendor must:

- Present evidence that the firm or its officers have been profitably engaged for at least the past three (3) years in providing the services and products as listed in the RFP at locations of similar customer volume.
- Include at least five (5) business references from comparable locations for similar products and services specified in this RFP, including the names and telephone numbers of the contact persons.
- Detail a timeline for installation of any/all equipment in order that the impact on University operations is minimized and the concessions food service category is fully operational by September 3, 2019.

Vendor must also designate who in its organization is authorized to represent and speak for the Vendor in all business and contractual matters relating to this RFP. Contact information with e-mail address for correspondence must be included.

Exclusivity. Limited to proposed concessions food service categories and corresponding stand/cart locations detailed in this RFP only, and not including sponsorship/advertising. Exclusivity for sponsorship/advertising in athletics venues may be secured through a separately purchased sponsorship agreement with ICA/IMG (see Section 5.4). There are no additional exclusivity options available.

Agreement for Outside Professional Services. Awarded vendors will be expected to sign an Agreement for Outside Professional Services. See attachment D.

Method of Payment & Discount for Early Payment. The University’s preferred method of payment to Vendors is via credit card. The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by credit card. Payment to Vendors via ACH or check is also possible upon Vendor’s request.

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 _____

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)
6.1. **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 # L192003, 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: __________

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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 210300Tucson, 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)
Attachment A: Proposed Schedule of Payments & Commissions

Vendor Name: ____________________________________________

The guaranteed payment, a percentage commission of gross sales, is proposed for the provision of

Circle one:  BBQ    Donuts    Pizza    Sandwiches

concessions food service as detailed in RFP #L192003.

<table>
<thead>
<tr>
<th>Football: Arizona Stadium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Type</td>
</tr>
<tr>
<td>Location Type  Cart  Stand</td>
</tr>
<tr>
<td>Minimum % Commissions*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Basketball: McKale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Type</td>
</tr>
<tr>
<td>Location Type  Cart  Stand</td>
</tr>
<tr>
<td>Minimum % Commissions*</td>
</tr>
</tbody>
</table>

*Minimum payments and percent commissions are per game/event.

Signature: _____________________________________________________

Name & Title: ___________________________________________________
(please print)

Dated this ________ day of , ____________
## Attachment B: Detailed Map and List of Cart/Stand Locations

<table>
<thead>
<tr>
<th>Food Category</th>
<th>Location</th>
<th>Map Location</th>
<th>Type</th>
<th>Min # Staff*</th>
<th>Min # POS*</th>
</tr>
</thead>
<tbody>
<tr>
<td>BBQ</td>
<td>Arizona Stadium</td>
<td>C3</td>
<td>Stand</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>BBQ</td>
<td>Arizona Stadium</td>
<td>D1</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>BBQ</td>
<td>Arizona Stadium</td>
<td>G1</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>BBQ</td>
<td>McKale Center</td>
<td>I1</td>
<td>Stand</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Donuts</td>
<td>Arizona Stadium</td>
<td>G2</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Pizza</td>
<td>Arizona Stadium</td>
<td>A1</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Pizza</td>
<td>Arizona Stadium</td>
<td>B2</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Pizza</td>
<td>Arizona Stadium</td>
<td>C2</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Pizza</td>
<td>Arizona Stadium</td>
<td>D2</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Pizza</td>
<td>Arizona Stadium</td>
<td>E1</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Pizza</td>
<td>Arizona Stadium</td>
<td>G3</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Pizza</td>
<td>McKale Center</td>
<td>H1</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Pizza</td>
<td>McKale Center</td>
<td>I3</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Sandwiches</td>
<td>Arizona Stadium</td>
<td>B1</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Sandwiches</td>
<td>Arizona Stadium</td>
<td>C1</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Sandwiches</td>
<td>Arizona Stadium</td>
<td>F1</td>
<td>Stand</td>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>Sandwiches</td>
<td>Arizona Stadium</td>
<td>G4</td>
<td>Cart</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Sandwiches</td>
<td>McKale Center</td>
<td>I2</td>
<td>Stand</td>
<td>6</td>
<td>4</td>
</tr>
</tbody>
</table>

*Please note that “Min # Staff” includes all personnel for the Stand/Cart, and “Min # POS” refers to the actual POS machine(s).
Football: Arizona Stadium
North End Zone, Level 4

Concessions

Kettle Corn

Note: stand/cart locations and sizes are approximate and not to scale.
Football: Arizona Stadium
Top East, Level 7

Map B

Concessions
Concessions
Sabor de Tucson
Concessions

B1
Sandwiches

egee’s

egee’s

B2
Pizza

Note: stand/cart locations and sizes are approximate and not to scale.
Football: Arizona Stadium
Middle East, Level 4

Map C

C1
Sandwiches

C2
Pizza

eegee’s

Concessions

Sabor de Tucson

Note: stand/cart locations and sizes are approximate and not to scale.
Football: Arizona Stadium
Bottom East, Zona Zoo

Map D

Concessions

Concessions

D1
BBQ

eegge's

D2
Pizza

Note: stand/cart locations and sizes are approximate and not to scale.

= Student Unions Stand
= Vendor Concession Stand
= Vendor Cart
Football: Arizona Stadium
South End Zone

Map E

eegee’s
Sabor de Tucson
Concessions
Concessions
E1 Pizza

Note: stand/cart locations and sizes are approximate and not to scale.
Football: Arizona Stadium
Mid West, Level 2

Map F

eegee’s
Concessions
Concessions
Concessions
Concessions
F1
Sandwiches

= Student Unions Stand
= Vendor Concession Stand
= Vendor Cart

Note: stand/cart locations and sizes are approximate and not to scale.
Football: Arizona Stadium
Top West, Level 4

Map G

G1
BBQ

G2
Donuts

G3
Pizza

G4
Sandwiches

eegee’s

Popcorn

Note: stand/cart locations and sizes are approximate and not to scale.
Basketball: McKale Center
West & South

Map H

Concessions

Sabor de Tucson

Production Tent Outside

Note: stand/cart locations and sizes are approximate and not to scale.
Basketball: McKale Center
North & East

Map 1

I1
I2
BBQ / Sandwiches

Concessions

Concessions

I3
Pizza

eegee's

eegee's

Note: stand/cart locations and sizes are approximate and not to scale.
Attachment C: Sample Stand/Cart Sales Report

Vendor Name:  
Location/Type:  
(i.e. A1 / Cart)  

Game/Event  
Date:  

<table>
<thead>
<tr>
<th>Item</th>
<th>Number Sold</th>
<th>Price</th>
<th>Gross Sales</th>
<th>Net Sales</th>
<th>Number Wasted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pizza Slice</td>
<td></td>
<td>$5.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottled Bev</td>
<td></td>
<td>$4.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Fountain Bev</td>
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<tr>
<td>Total</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Gross Sales</th>
<th>Net Sales</th>
<th>Cash Sales</th>
<th>Credit Card</th>
<th>Meal Plan</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
Attachment D: Agreement for Outside Professional Services

AGREEMENT FOR OUTSIDE PROFESSIONAL SERVICES

between

THE ARIZONA BOARD OF REGENTS
on behalf of
THE UNIVERSITY OF ARIZONA
(hereinafter referred to as "University")

and

(hereinafter referred to as "Contractor")

1. University desires to retain Contractor, and Contractor is willing to provide services to University in Contractor's capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

2. Contractor shall provide those services set forth in the awarded RFP L192003 and Exhibit A and in doing so agrees to exercise Contractor's best efforts in completion of the described services.

3. Payment shall be made within thirty (30) days after the University's receipt and approval of Contractor's monthly/quarterly/final (circle one) invoice by University check to:
Name and address of individual Contractor or firm:
Federal Tax I.D. Number or Social Security Number:

4. Subject to the provisions below, the term (the "Term") of this Agreement shall be as follows. The Term shall begin on ______________ which is the "Effective Date," and expire on June 30, 2021. This Agreement shall renew for up to three (3) successive one-year periods, each year upon the mutual agreement of the parties hereto.

5. For all purposes under the terms of this Agreement Contractor shall be an independent contractor, and not an agent, officer or employee of University. University shall provide no employee benefits, including but not limited to worker's compensation coverage, regularly afforded to staff, faculty, and administrative and professional employees. Contractor shall provide whatever tools, equipment, vehicles, and supplies Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

6. Pricing is per Exhibit B and changes will 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 Contractor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Contractor 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.

7. The conduct and control of work under this Agreement lies solely with Contractor, and University is interested in the satisfactory progress and the successful completion of the services described in RFP L192003. The University shall be permitted to retain other contractors performing the same or similar tasks, and Contractor shall be permitted to provide services to other parties, consistent with Contractor's obligation to utilize best efforts in the completion of services undertaken pursuant to the terms of this Agreement.

8. Contractor agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Contractor may be required to perform the services based, in part, on information furnished by the University and Contractor shall be entitled to rely on such information; however, such reliance will not relieve Contractor of its obligation to ensure that the services are performed in a workmanlike manner be adequately trained and supervised workers.
9. Contractor shall provide such interim written reports concerning the performance of services under this Agreement as University may require in writing and, upon expiration or other termination of the Agreement, shall provide a written report to University setting forth the results of the tasks performed hereunder.

10. 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.

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

11. The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars ($50,000) or less, exclusive of interest, costs and attorneys’ fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the “Act”), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

12. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during any fiscal year, or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of the agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify Consultant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

13. This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

14. Contractor 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 (“Indemnities”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney's 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 Indemnities, 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 Contractor, 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 Contractor and/or its subcontractors of claims under similar such laws and obligations. Contractor'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 Contractor and third-party infringement under the Agreement.

15. Contractor shall submit invoices in connection with the services performed under this Agreement. These invoices shall be sent to:

UNIVERSITY OF ARIZONA
ACCOUNTS PAYABLE
1303 E. UNIVERSITY BLVD. / PO BOX 5
TUCSON, AZ 85719-0521

However, under no circumstances shall Contractor be reimbursed for an amount which is proportionately greater than the portion of the job which has been completed.

16. Contractor verifies that Contractor or any employee of Contractor is_______ or is not________ an employee of University.

17. Insurance Requirements:

17.1. Contractor and subcontractors shall procure and maintain until all of their obligations under this Agreement have been discharged, and until any warranty periods under this Agreement have expired, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, his agents, representatives, employees or subcontractors.
17.2. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the services under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

17.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:**
Contractor shall provide coverage with minimum limits of liability not less than those stated below:

A. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Blanket Contractual Liability – Written and Oral</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$50,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

B. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of any services to the University of Arizona by Contractor.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit (CSL)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

C. **Worker’s Compensation and Employers’ Liability**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers’ Liability – Each Accident</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Pollution Legal Liability insurance with a minimum of combined single limit of ONE MILLION ($1,000,000) each occurrence, TWO MILLION ($2,000,000) annual aggregate.

a. Coverage must be identified as specific to the operations described in the Scope of Services in this RFP.

b. The Policy shall include coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person including death.

c. The policy shall include coverage for property damage including physical damage to or destruction of tangible property and the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed.

d. For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water, which results in bodily injury or property damage.

e. The policy shall include coverage for defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of any services to the University of Arizona by Contractor. The policy shall provide Automobile Pollution Liability specific to the transportation of hazardous materials from the project site to the final disposal location.

Contractor shall furnish certificates of insurance, prior to the commencement of the contract, naming the State of Arizona, Arizona Board of Regents, on behalf of the University of Arizona, and its officers, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of (insert name of Contractor).

This requirement (C.) shall not apply to: Separately, EACH Contractor, contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

17.4. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies required herein shall include, or be endorsed to include, the following provisions:
17.4.1. The insurance policies identified above in 18.3.A. and B. shall be endorsed to include the following additional insured language: “The State of Arizona, Arizona Board of Regents, the University of Arizona, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of ___(Contractor name)____.”

17.4.2. Wherever additional insured status is required, such additional insureds shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required herein.

17.4.3. All insurance policies required by this Agreement shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, the University of Arizona, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

17.4.4. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.

17.4.5. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this agreement.

17.4.6. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this agreement in the insurance policies above shall require (30) days written notice to the University. Such notice shall be sent directly to the attention of UA Procurement & Contracting, PO Box 210300, Tucson, AZ 85721-0300 and shall be sent by certified mail, return receipt requested.

17.4.7. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A-VII. University in no way warrants that the above-required minimum insurer rating is sufficient to protect the Service Provider from potential insurer insolvency.

17.4.8. VERIFICATION OF COVERAGE: Contractor shall furnish the University with certificates of insurance (ACORD form or equivalent approved by the University) as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the University before Contractor commences any work for the University. Each insurance policy required by this agreement must be in effect at or prior to commencement of any work and remain in effect for the duration of the project. Failure to maintain the insurance policies as required herein, or to provide evidence of renewal, is a material breach of this agreement. Updated certificates of insurance shall be provided to University at the time of each policy renewal during the term of this agreement.

All certificates required by this Contract shall be sent directly to UA Procurement & Contracting, PO Box 210300, Tucson, AZ 85721-0300. The University project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by this agreement at any time.

17.4.9. SUBCONTRACTORS: Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All insurance policies for subcontractors shall be subject to the minimum requirements identified above.

17.4.10. APPROVAL: Any modification or variation from the insurance requirements in this agreement requires approval of the UA Department of Risk Management Services. Such action will not require a formal Contract amendment but may be made by administrative action.

17.4.11. EXCEPTIONS: In the event the Contractor is a U.S. based public entity, evidence of Self-Insurance may be provided in lieu of the insurance policies required herein. If the Contractor is a State of Arizona agency, board, commission, or university, none of Section 17 applies.

18. The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

19. This Agreement is not assignable without prior written approval of the University; any attempt to assign any rights, duties, or obligations which arise under this Agreement without such approval shall be void.

20. The Contractor must demonstrate that they are duly licensed by whatever state, county or local regulatory body may so require.
21. Contractor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

22. No waiver by University of any breach of the provisions of the Agreement by the Contractor 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.

23. For each order issued against an agreement, the University intends in good faith to reference RFP L192003 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.

24. 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.

25. Americans with Disabilities Act and Rehabilitation Act. The Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

26. 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.

27. 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, transmits or provides the service that controls or could impact the security of the cardholder data.

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 in writing within 24 hours in the event of unauthorized release of cardholder data.

Contractor must provide written documentation, which outlines the specific PCI DSS compliance responsibilities of both the Contractor and the University of Arizona.

28. 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.

29. Termination:

29.1. 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 Contractor 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 Contractor under the Agreement shall become the property of and delivered to the University. The Contractor 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 Contractor's sole remedy.
against the University in the event of termination under this provision.

29.2. Default. The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor 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 Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor 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 Contractor shall be liable to the University for any Excess Costs incurred by the University in re-procuring the materials or services.

29.3. Gratuities. The University may, by written notice to the Contractor, 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 Contractor, or any agent or representative of the Contractor, 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 Contractor in providing such gratuities.

29.4. Insolvency. The University shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor 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 Contractor or its business.

29.5. 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 Contractor 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.

29.6. Stop Work Order. The University may at any time, by written order to the Contractor, require the Contractor 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 Contractor, 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 Contractor 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 Contractor 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.

29.7. Suspension or Debarment. The University may by written notice to the Contractor immediately terminate the Agreement if the University determines that the Contractor 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.

30. Contractor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

31. As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract. However, unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

32. This Agreement is made under and shall be interpreted according to Arizona State Law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates designated below.

ARIZONA BOARD OF REGENTS
ON BEHALF OF THE UNIVERSITY
OF ARIZONA

CONTRACTOR:

____________________________________________

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