Procurement and Contracting Services

Request for Proposals to provide Outside Billing for Federal and Institutional Loan Programs and 1098T Production and Distribution for all University students.

Please mark all proposal submission Envelopes with the following information

Sealed RFP # L192014
Due on April 14, 2020 no later than 2:00 PM, MST
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For

REQUEST FOR PROPOSALS NO. L192014

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1.0 STATEMENT OF WORK

1.1 Summary. The Arizona Board of Regents (ABOR), on behalf of the University of Arizona (UA), Arizona State University (ASU) and Northern Arizona University (NAU), and their branch campuses, collectively referred to as the Universities, are soliciting proposals from interested vendors to furnish the University with billing, accounting and due diligence support for the Universities student loan programs and 1098T production and distribution for all University students.

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 **About the University.** For information about the University of Arizona, please visit the University’s Internet web page at: [www.arizona.edu](http://www.arizona.edu). For specific demographic information, visit [http://factbook.arizona.edu](http://factbook.arizona.edu).
University of Arizona Purpose and Core Values. The University of Arizona’s purpose is working together to expand human potential, explore new horizons and enrich life for all. To fulfill this purpose, the University has adopted Core Values that apply to all faculty, staff, and students, as well as to those doing business with the University. The Core Values are central to the culture of the University, and Vendors are encouraged to review and uphold the following:

- Integrity – Be honest respectful and just
- Compassion – Choose to Care
- Exploration – Be insatiably curious
- Adaptation – Stay open-minded and eager for what’s next
- Inclusion – Harness the power of diversity
- Determination – Bear Down

For additional information regarding Arizona State University’s Purpose and Core Values, please visit https://www.arizona.edu/purpose-values

For information about Arizona State University, please visit the University’s Internet web page at http://www.asu.edu. For specific demographic information, please visit http://about.asu.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.

03-20-2020 Issuance of RFP
03-30-2020 Technical Questions/Inquiries due no later than 12:00 PM/MST
04-14-2020 RFP is Due April 14, 2020, no later than 2:00 PM, MST
07-01-2020 Commence Service

3.4 Pre-Proposal Conference. N/A

3.5 Pre-Proposal Site Visit N/A

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@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@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 March 30, 2020, 12:00 PM/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 March 30, 2020, 12:00 PM/MST.
• Inquiries about technical interpretations must be submitted in writing, and be received no later than March 30, 2020, 12:00 PM/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 March 30, 2020, 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.** N/A

3.7.15 **Performance and / or Payment Bonds.** N/A

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 April 14, 2020 2:00 PM/MST.

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

Proposals must be delivered sealed to:

For U.S. Mail – Only (please note that all U.S. Mail, including Express Mail, is delivered to the University’s Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):
no later than April 14, 2020 2:00 PM/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. 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 # L192014
April 14, 2020 2:00 PM/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 Recomence RFP Process.** The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

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

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

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

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

3.9.5.1 Financial resources
3.9.5.2 Personnel resources
3.9.5.3 Physical resources
3.9.5.4 Internal financial, operating, quality assurance, and other similar controls and policies
3.9.5.5 Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
3.9.5.6 Customer references
3.9.5.7 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 Counteroffers, Stipulations and Other Exceptions. Any vendor exception, stipulation, counteroffer, 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 Universities, 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**

➢ Demonstrated capability and capacity to perform the requested services in a highly professional and timely manner including financial strength and stability.
➢ Level of satisfaction of present and former customers with accounts of similar size and complexity.
➢ Total direct and indirect costs to Universities for the required services as outlined in the RFP, including the cost of Administrative impacts to the Universities.
➢ Availability of new/innovative and optional services.
➢ General quality, completeness, accuracy, clarity and adequacy of proposal.

The University reserves the right to select different firms, one for each University, if it is in the Universities best interest to do so.

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
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.

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](http://www.hr.arizona.edu/policy/classified-staff/408.0) 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 Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least $100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

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](http://www.hr.arizona.edu/policy/classified-staff/408.0) 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 Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.

4.30 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. The Successful Vendor shall provide and pay for performance and/or payment bonds. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising thereunder, in such form as the University may prescribe and with approved sureties. The Successful Vendor shall
deliver the required bonds to the University not later than the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.

4.35 **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 **Data Use, Ownership, and Privacy.** The terms of this section apply if Supplier receives, has access to, stores, or analyzes any UA Data (as defined below). As between the parties, UA will own, or retain all of its rights in, all data and information that UA provides to Supplier, as well as all data and information managed by Supplier on behalf of UA, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Agreement, even if generated by Supplier, as well as all data obtained or extracted through UA’s or Supplier’s use of such data or information (collectively, UA Data). UA Data also includes all data and information provided directly to Supplier by UA students and employees, and includes personal data, metadata, and user content.

UA Data will be UA’s Intellectual Property and Supplier will treat it as UA Confidential Information (as defined below). Supplier will not use, access, disclose, or license, or provide to third parties, any UA Data, except: (i) to fulfill Supplier’s obligations to UA hereunder; or (ii) as authorized in writing by UA. Without limitation, Supplier will not use any UA Data, whether or not aggregated or de-identified, for product development, marketing, profiling,
benchmarking, or product demonstrations, without, in each case, UA’s prior written consent. Supplier will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For UA Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by UA, Supplier will deliver, destroy, and/or make available to UA, any or all UA Data.

Notwithstanding the foregoing, if the Agreement allows Supplier to provide aggregated and de-identified data to third parties, then Supplier may provide such data solely to the extent allowed in the Agreement, and, unless otherwise stated herein, only if such data is aggregated with similar data of others (i.e. is not identified as UA, ABOR, or Arizona-specific).

4.46 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.

4.47 Assignment. Contractor agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, trade secrets and other work product that is conceived, made or discovered by Contractor, solely or in collaboration with others, during the performance of this Agreement, including all copyrights, patents, or other intellectual property rights therein (collectively, “Work Product”), are the sole property of the University. To the extent allowable under law, all Work Product will be deemed “Work For Hire” under the Copyright Act. To the extent any Work Product is not “Work For Hire,” Contractor will assign (or cause to be assigned) and does hereby assign fully to University all right, title and interest in and to all Work Product. Contractor will assist University or its designee, at University’s expense, in every proper way to establish, secure, perfect and maintain University’s ownership rights in the Work Product, including the disclosure to the University of
all pertinent information and data with respect thereto, and the execution of all applications, assignments and all other instruments reasonably requested by University.

4.48 Pre-Existing Materials. If, in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Contractor or in which Contractor has an interest: (i) Contractor shall inform University, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Work Product; and (ii) Contractor hereby grants University, under all of Contractor rights therein, a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, perform, display, prepare derivative works of, make, have made, sell and export such item as part of or in connection with such Work Product. Developer shall not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Work Product without University’s prior written permission.

4.49 Information Security

4.49.1 Definitions

4.49.1.1 Authorized Users. Authorized users means and is limited to (1) Authorized Employees; and (2) Vendor's subcontractors, agents, and auditors who have a need-to-know or otherwise access data to enable the Vendor to comply with the Agreement, and who are bound in writing by confidentiality obligations sufficient to protect University Data in accordance with the terms hereof.

4.49.1.2 Confidential Information. Confidential information means any nonpublic information that is confidential or proprietary to a party and is disclosed or becomes known pursuant to this agreement. Except to the extent information is required to be kept private or confidential pursuant to other law, regulation, or policy, “Confidential Information” does not include information that is or becomes generally available or known to the public through no act of omission of the receiving party; was received lawfully from a third-party through no breach of any obligations of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of other party’s information.

4.49.1.3 University Data. University data means any and all data, information, text, graphics, works and other materials that are collected, loaded, stored, accessible, transferred through and/or accessed by the University in the course of using Vendor’s services, including, but not limited to: (1) updates, modifications and/or deletions; (2) all of the results from the use of services; and (3) all information and materials that you develop or acquire prior to, or independently of, the Agreement. University Data is Confidential Information.

4.49.1.4 Data Compromise. Data compromise means any actual or reasonably suspected unauthorized access to, or acquisition of, data that compromises the security, confidentiality or integrity of the data or the ability of the University to access the data.

4.49.1.5 Information Security Incident. Information security incident means any actual or reasonably suspected incident, or imminent threat of unauthorized
access, use, disclosure, breach, modification, or destruction of University Data; interference with information technology operations; or significant violation of the University’s information security policy or the information security provisions of this Agreement.

4.49.2 Concepts

4.49.2.1 Access Control. The Vendor will control access to the University’s Data, limiting access to Authorized Users who have a legitimate need to know based on individual work assignment for the Vendor. The Vendor will trace approved access to ensure proper usage and accountability, and the Vendor will make such information available to the University for review, upon the University’s request and not later than five (5) business days after the request is made in writing.

4.49.2.2 Patch Management. Vendor will carry out updates and patch management for all systems and devices in a timely manner, applying security patches within five (5) business days or less based on reported criticality. Updates and patch management must be deployed using an auditable process that can be reviewed by the University upon the University’s request and not later than five (5) business days after the request is made in writing. An initial report of patch status must be provided to the University prior to the effective data of this Agreement.

4.49.2.3 Scanning and Penetration Testing. Prior to the Effective Date of this Agreement, and at regular intervals of no less than annually, and whenever a change is made which may impact the confidentiality, integrity, or availability of University Data, and in accordance with industry standards and best practices, Vendor will, at its expense, perform scans for unauthorized applications, services, code and system vulnerabilities on the networks and systems used to perform services related to this Agreement. An initial report must be provided to the University prior to the Effective Date of this Agreement. Vendor will provide the University the reports or other documentation resulting from the audits, certifications, scans and tests within five (5) business days of Vendor’s generation or receipt of such results. The Vendor will, if such results so require, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement and provide the University with written evidence of remediation. The following audits, certifications, scans, and tests are required:

- A vulnerability scan performed by a third-party of the Vendor’s systems and facilities that are used in any way to deliver services under this Agreement;
- A formal penetration test performed by qualified personnel of the Vendor’s systems and facilities in use in any way to deliver services under this Agreement; and
- The University may require the Vendor to perform additional audits and tests, the results of which will be provided to University within seven (7) business days of Vendor’s receipt of such results.

4.49.2.4 Encryption. All systems and devices that store, process and/or transmit Confidential Information must use an industry standard encryption protocol for data in transit and at rest.
4.49.2.5 **Security Development.** Vendor will use secure development and coding standards; including secure change management procedures in accordance with industry standards. The Vendor’s web applications must meet OWASP Application Security Verification Standards (ASVS). The Vendor will perform penetration testing and/or scanning prior to releasing new software versions. Vendor will provide internal standards and procedures to the University for review upon the University’s request.

4.49.2.6 **Deterioration and Degradation.** Vendor will protect University Data against deterioration or degradation of quality and authenticity, including, but not limited to, annual data integrity audits performed by an independent, external organization.

4.49.3 **Notification.** Any notices or communications required or permitted to be given to the University under this Agreement must be (i) given in writing and (ii) transmitted by electronic mail transmission (including PDF), to the University Information Security Office at security@arizona.edu. Any such notice or communication must be deemed to have been given on the day such notice or communication is sent electronically, provided that the sender has received a read receipt or other replied acknowledgement of such electronic transmission.

4.49.3.1 **Notification and Data Compromise.** Unauthorized access or disclosure of nonpublic data is considered to be a breach. The Vendor will provide notification, as soon as it is aware of the Data Compromise or breach, to the University Information Security Office at security@arizona.edu. When the Vendor is liable for the loss, the Vendor must bear all costs associated with the investigation, response and recovery from the breach, including, but not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website and toll-free telephone call center services. Any limitation on liability in this Agreement or elsewhere is void to the extent that it relieves a Vendor from its own negligence or to the extent that it creates an obligation on the University to hold the Vendor harmless.

4.49.3.2 **Incident Reporting.** Vendor will report all other Information Security Incidents to the University within 24 hours of discovery.

4.49.3.3 **Third-Party Requests.** The Vendor will notify the University immediately if the Vendor receives any third-party request for University Data, including but not limited to a subpoena, a court order, a public records request, a request directly from a data subject, or other type of inquiry or demand; or the location or method of transmission of University Data is changed. All notifications to the University required in this Information Security paragraph will be sent to the University Information Security Office at security@arizona.edu, in addition to any other notice addresses in this Agreement. In all such instances, to the extent legally feasible, the Vendor will not provide any University Data to such third-party and will instead direct the requestor to the University.

4.49.4 **Workforce Security and Location.** The Vendor will comply with workforce location and security clauses as outlined in this Agreement. Additionally, the Vendor will ensure their workforce is properly trained on information security and privacy practices of the University and on any information security or privacy regulations, as required by
applicable rules. The Vendor must promote and maintain an awareness of the importance of securing the University Data to Employees and agents.

4.49.4.1 Offshore. The University may select or restrict where University Data will be stored and where University Data can be processed, and the Vendor will store and/or process it there in accordance with the service terms. If a data location selection is not covered by the service terms (or a Data Location Selection is not made by the University with respect to any University Data), the Vendor will not be restricted in the selection of University storage or processing facilities. Any services that are described in this Agreement that directly serve the University and may involve access to sensitive University Data or development or modification of software for the University will be performed within the borders of the United States. Unless stated otherwise in this Agreement, this requirement does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Agreement. This provision applies to work performed by subcontractors at all tiers and to all University Data.

4.49.4.2 Background Checks. The Vendor must conduct background checks and not utilize any individual to fulfill the obligations of this Agreement, including subcontractors, if such individual has been convicted of any crime involving dishonesty or false statement including, but not limited to fraud and theft, or otherwise convicted of any offense for which incarceration for a minimum of one (1) year is an authorized penalty. Any such individual may not be an “Authorized User” under this Agreement.

4.49.5 Audit. The Vendor will, at its expense, conduct or have conducted such audits and certifications as defined under this section at least annually, and immediately after any actual or reasonably suspected breach. The Vendor will provide the University the results of any such audits as defined under this section, along with the Vendor’s plan for addressing or resolving any shortcomings identified by such audits, within seven (7) business days of the Vendor’s receipt of such results.

4.49.5.1 Security Reviews. The Vendor will complete one of the following audits at least annually and immediately after any actual or reasonably suspected Data Compromise: SOC 2 Type I or II, SOC for Cybersecurity, or an accepted Higher Education Cloud Vendor Assessment Tool (https://library.educause.edu/resources/2016/10/higher-education-cloud-vendor-assessment-tool). Evidence must be provided to the University prior to the Effective Date of this Agreement and at least annually thereafter.

4.49.5.2 Reports. The University reserves the right to annual, at a minimum, review of: Vendor access reports related to access to University Data; Vendor patch management process, schedules, and logs; findings of vulnerability scans and/or penetration tests of Vendor systems; and Vendor development standards and processes.

4.49.5.3 Additional Audits at University Request. The University may require the Vendor to perform additional audits and tests, the results of which will be provided to the University within five (5) business days of the Vendor’s receipt of such results.
4.49.6 Destruction and Return of University Data. Except as permitted in other areas of the Agreement, the Vendor will promptly return the University’s Confidential Information upon termination of this Agreement, the final performances of services under this Agreement, or upon the request of the University, whichever comes first. In the event the Vendor has non-unique copies of the University’s Confidential Information that are also held by or returned to the University, the Vendor may, in lieu of returning such non-unique copies, destroy such Confidential Information in all forms and types of media and provide written confirmation or certification of such destruction.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The Universities are soliciting proposals from Vendors who are in the business of providing these services, to provide comprehensive and innovative billing and account services for the Universities Federal Perkins Loan, Universities funded student loan programs, and 1098T production and distribution for all University students.

5.1 Term of Agreement. The award of this RFP will be valid from July 1, 2020 through June 30, 2021, with the option to renew for an additional four (4) one (1) year periods upon mutual agreement of both parties for a total of five (5) years per each University.

5.2 Proposer Qualifications. Your response should provide specific documentation of your compliance with the following. Failure to include this documentation may be grounds for the rejection of your proposal.

5.2.1 Provide evidence that your firm or the officers have been engaged for at least the past five (5) years in providing services to the Universities of similar size and requirements to those listed in this RFP.

5.2.2 The conduct of your employees must be professional and represent the Universities in a positive way during all dealings with the Universities’ borrowers. Provide your employee’s experience and training in providing the services described herein, including a short resume of the personnel that would be assigned to the Universities, if your firm was awarded the Agreement as a result of this RFP process. Please include a management summary.

5.2.3 State the number and the qualifications of other personnel that would be available if those assigned to the Universities were not available.

5.2.4 Provide evidence of your affiliation with professional organizations relative to this proposal.

5.2.5 Provide a copy of your most recent audited financial statements along with your most recent Attestation audit report.

5.2.6 Include your data loss prevention procedures and disaster recovery plans.

5.3 General Requirements

5.3.1 All phases of the service provided must be in full compliance with regulations and guidelines established by the Department of Education (P.L.105-244, 34 CFR 600-690), the Department of Health and Human Services (P.L. 105-392, 42 CFR 57), the Fair Debt collection Practice Act (P.L.95-109) and the TCPA the Telephone Protection Act (FCC 12-21, DA 13:1086) along with all applicable federal and state regulations.
5.3.2 Successful Vendor shall comply with all statutory provisions applicable to Federal regulations 34 CFR 668.25 effective July 1, 2000 pertaining to third party billing services.

5.3.3 Successful Vendor shall comply with all Federal regulations, acts, and guidelines as provided by the Department of Education and applicable governing agencies and all federal regulations applicable to Student Loan services.

5.3.4 Successful Vendor to provide an SAS 70 for each year it is performed.

5.3.5 Successful Vendor shall comply with the Financial Services Modernization Act of 1999, also known as the Gramm Leach Bliley Act and the Family Educational Rights and Privacy Act of 1974.

5.3.6 Successful vendor must be able to abide and offer services to adhere to the Red Flag Rule.

5.3.7 Successful vendor shall comply with applicable sections of the Title IV act and to provide copies of Attestation audits annually throughout the duration of the award period.

5.3.8 Successful Vendor shall submit their Attestation Examination Compliance Audit on an annual basis.

5.3.9 Successful Vendor shall provide an independent financial audit report annually. Annual audits shall be conducted in accordance with generally accepted accounting principles and applicable Federal Regulations.

5.3.10 Successful vendor must provide to the US Department of Education the information required for the National Student Load Data System.

5.3.11 Successful Vendor must have the capability of accepting and interpreting electronic files provided by the Universities. The Universities and the Successful Vendor shall mutually agree on the format and the specific information to be included in each file.

5.3.12 Successful Vendor shall maintain current all insurances (as set forth in this RFP) along with all financial records required by City, State, and Federal Authorities.

5.3.13 Successful Vendor shall provide consulting services to ensure the Universities are taking full advantage of all services, features, and products available. This will include quarterly meeting with the Universities.

5.3.14 Successful Vendor must not implement new features in the program without the consultation and acceptance by the Universities.

5.3.15 Successful vendor must be able to accommodate and meet all communications as stated for due diligence per Federal regulations and the Department of Education, Health and Human Services regulations.

5.3.16 Do you agree to meet the above requirements and be bound by them throughout the Agreement period? __________
5.4 Billing Services Requirements

5.4.1 Successful Vendor must send out all past due notices in compliance with Federal Regulations.

5.4.2 Successful Vendor must provide Universities’ clients with return envelopes to mail their payments.

5.4.3 Successful Vendor must provide automatic movement of a loan from an enrollment status to a grace period status, based on separation date in accordance with the federal regulatory guidelines that govern the loan program.

5.4.4 Successful Vendor shall supply account orientation and exit interview materials to the borrower, to include but not limited to, Student loan Repayment schedules, Disclosure Statements, and Loan Fact Information Forms. **Successful Vendor must also provide the borrower with the option to access, complete and print these documents on-line.**

5.4.5 Successful Vendor must provide optional billing cycles, which include at a minimum quarterly and monthly billing.

5.4.6 Successful Vendor shall have the ability to generate consolidated statements for borrowers with multiple types of loans, with a complete summary of each loan and cumulative total. The ability to provide special messages on the statement is required.

5.4.7 Successful Vendor must have the ability to provide the borrowers with the option of paying through electronic funds transfer, at no extra charge to the borrower or the Universities.

5.4.8 Successful Vendor must have the ability to complete and process deferment, postponement, and cancellations in a timely manner. The Successful Vendor’s system must be able to accept hardship deferments or hardship billing for a period specified by the Universities. The system must reschedule the loan automatically at the end of the hardship period.

5.4.9 After timely processing, Successful Vendor shall electronically store and forward all correspondence with the Universities’ borrowers including all deferment and cancellation forms.

5.4.10 Successful Vendor shall provide contacts with the borrowers during the grace period based on applicable regulations.

5.4.11 The Successful Vendor’s software system must have the ability to accept multiple addresses and telephone number. In addition, the Successful Vendor’s software system must have the ability to store reference address and to provide the option of exclusive billing addresses. Reference addresses should be readily accessible in an “address screen” and not as a comment added to a “notes or history” screen.

5.4.12 The Successful Vendor’s software system must be able to process payments of borrowers who prefer to pay in advance. Borrowers should be able to elect to pay the next installment in advance or be able to make an additional payment to be applied to the loan principal.
5.4.13 Successful Vendor should have the ability to provide borrowers with either coupon payment books, monthly payment statements, online or regular billing statements, and/or a combination of the four.

5.4.14 Successful Vendor must use the U.S. Postal Services “Address Correction Requested” Service. A regular (monthly) electronic interface should be used with the postal service to receive electronic updates of address information.

5.4.15 The Successful Vendor must provide a toll-free telephone number, electronic online account query, and an email address for use by borrowers and the Universities. Toll free numbers and email addresses are to be displayed on billing statements, due diligence notices and all other borrower correspondence.

5.4.16 Successful Vendor must be able to accommodate special payment arrangements with borrowers, including arrangements made in accordance with rehabilitation provisions.

5.4.17 Successful vendor must inform borrowers of the availability of the Department of Education’s Student Loan Ombudsman’s Office.

5.4.18 Successful Vendor must state its ability to produce IRS form 1098E for borrowers that meet the requirements of the Taxpayer Relief Act of 1997.

5.4.19 Successful Vendor must have the ability to manage borrower’s separation dates through the use of clearing house data.

5.4.20 Successful Vendor must respond to the Universities’ inquiries within twenty-four (24) hours (next day) of request.

5.4.21 Successful Vendor must have the ability to receive, complete, and submit LVC requests and information to the appropriate Title IV Additional Servicer (TIVAS). This also includes underpayment requests.

5.4.22 Successful vendor must outline services and processes available for Federal Perkins Loan liquidation and/or individual assignment of Perkins Loan Accounts.

5.4.23 Successful Vendor must state its ability to produce and distribute IRS form 1098T for all University students in data file provided by the Universities in time to meet the IRS deadline of January 31st.

5.4.24 Do you agree to meet the above requirements and to be bound by them throughout the Agreement period? ______________

5.5 Cash Collections Services Requirements

5.5.1 Funds received from borrowers shall be transferred daily to an account designated by the Universities using the Automated Clearing House (ACH).

5.5.2 Interest earned from each checking account shall belong to the Universities’ loan funds.

5.5.3 Successful Vendor must have the ability to automatically prorate borrower payments across multiple programs.
5.5.4 The Successful Vendor must have the ability to apply payments to collection costs and late charges before applying to principal and interest. Late charges and penalty charges must be assessed automatically, according to which is applicable to the respective loan.

5.5.5 The Successful Vendor must be able to maintain accounting for non-cash payment, which would represent any actual payments received by the University and not forwarded to the Successful Vendor.

5.5.6 The Successful Vendor shall add returned check fees to the cost billed to the borrowers with corresponding charges added to the Universities’ bill for services rendered by the Successful Vendor.

5.5.7 Successful Vendor must have the ability to apply payment to collection costs, penalty, and late fees before applying to interest and principal.

5.5.8 Do you agree to meet the above requirements and to be bound by them throughout the Agreement period? ______________

5.6 Online Services Requirements. The Universities desire a highly automated, easy to use, web-based system.

5.6.1 Successful Vendor must provide real time access to your database, with the following inquiry and updated capabilities.

5.6.1.1 Access by Social Security Number, name or other identifier. The option to use a previous name stored in the Successful Vendor’s system is required.

5.6.1.2 A complete history of the activity of each account in chronological order including the ID of the person processing each transaction.

5.6.1.3 A hierarchy of security.

5.6.1.4 System availability between the hours of 7:00 a.m. and 8:00 p.m., MST (Arizona does not go on daylight savings time) Monday through Saturday.

5.6.1.5 All reports shall be available for viewing online immediately following the weekend and/or month end. All reports must be available online for two years.

5.6.2 Successful Vendor shall allow online access for Collection Agencies under contract with the Universities to ensure access to the most current loan date.

5.6.3 Ability to transmit the following types of updates online:

5.6.3.1 New loans/loan advances
5.6.3.2 Separations
5.6.3.3 Name/Address/Social Security number changes
5.6.3.4 Repayment schedule request
5.6.3.5 General file maintenance
5.6.3.6 Payment posting
5.6.3.7 Ability to remove or adjust advances on the borrower account
5.6.3.8 Ability to construct complete payment history

5.6.4 Down times of four (4) hours or more in a week will be prorated and deducted from the monthly billing.

5.6.5 Do you agree to meet the above requirements and to be bound by them throughout the Agreement period? ______________

5.7 Reporting Requirements. The Universities should receive (but not be limited to) the following types of reports. Your response is to include sample screen prints of the following commonly used reports. The Successful Vendor must provide the ability for viewing and printing all reports online. All reports which include individual student information must identify the student by both name and social security number. Proposals are to describe your ability to provide ad-hoc reporting and your ability to develop and customize all reports at no cost to the Universities.

5.7.1 Required reports and desired frequency:

5.7.1.1 Accounting/Reconcilement Reports
  5.7.1.1.1 List of transactions and adjustments processed – Monthly
  5.7.1.1.2 Cash listing showing detail of deposits – Monthly
  5.7.1.1.3 Reconcilement of cash and related general ledger entries – Monthly
  5.7.1.1.4 List of general ledger entries in Debit/Credit format – Monthly
  5.7.1.1.5 List of new loans and disbursements posted – Monthly
  5.7.1.1.6 List of new loans and disbursements not posted – Monthly

5.7.1.2 Program Maintenance Reports
  5.7.1.2.1 List of all borrowers included in the current year cohort and a list of borrowers who may be included in the next cohort year – Monthly
  5.7.1.2.2 Inventory of borrowers scheduled to graduate – Quarterly
  5.7.1.2.3 Inventory of borrowers who are in school or in their grace period – Quarterly
  5.7.1.2.4 Inventory of borrowers who are in repayment, with the option to include those with paid-in-full loans – Monthly
  5.7.1.2.5 Cross-reference list with names and account numbers – Quarterly
  5.7.1.2.6 List of addresses from borrowers whose mail was returned – Monthly
  5.7.1.2.7 List of changed names, addresses, and telephone numbers – Monthly
  5.7.1.2.8 List of loans paid in full, including a comment to indicate how the loan was paid (e.g. payment, cancellation, etc.) and information sufficient to audit the accounts – Monthly
  5.7.1.2.9 List of accounts for which billing has been suspended, with an indication of the reason – Quarterly
  5.7.1.2.10 List of “unpostable” loans – Monthly
  5.7.1.2.11 List of all borrowers eligible to receive exit letter/packet based on separation

5.7.1.3 Delinquency Reports:
  5.7.1.3.1 List of delinquent loans, categorized by number of days past due. The Universities will select the range of days past due for each category – Monthly
5.7.1.3.2 Report of borrowers with whom the Universities have made special payment arrangements or who have received hardship deferments – Monthly

5.7.1.3.3 Inventory of loans assigned to the U.S. Department of Education, including monetary information necessary to reconcile to the general ledger and the federal report – Monthly

5.7.1.4 **Collection Reports:**

5.7.1.4.1 Inventory of accounts assigned to each collection agency under contract with the Universities and to each Universities Collector – Quarterly

5.7.1.4.2 List of accounts assigned to each collection agency or Universities collector during the reporting period, with the ability to have collection costs broken out of total amounts due – Monthly

5.7.1.4.3 Report of payments sent to the contractor by borrowers who are assigned to a collections agency or Universities collector – Monthly

5.7.1.4.4 Report providing success rates of each collection agency used by the Universities – Monthly

5.7.1.5 **Program Management Reports:**

5.7.1.5.1 Fiscal Operations Report in the format needed for the Federal Perkins Loan Program

5.7.1.5.2 Annual Operating Report in the format needed for the Health Professions and Nursing loan programs, including a listing of accounts included in the Borrower Account Worksheet – Semi-annually

5.7.1.5.3 Program summary report to provide the Universities with sufficient statistical data to monitor the status of each loan program, e.g. number of loans/borrowers, total dollars loaned and due, etc. – Monthly

5.7.1.6 **Optional Reports.** Detail your ability to provide the following optional reports and what the additional cost for each one would be.

5.7.1.7 **Accounting/Reconcilement Reports:**

5.7.1.7.1 List of loans with disbursements in the current award year – Quarterly

5.7.1.8 **Program Maintenance Reports:**

5.7.1.8.1 Cumulative list of borrowers for whom the contractor does not have any good address’ – Quarterly

5.7.1.8.2 Cumulative list of loans with a credit balance – Monthly

5.7.1.8.3 List of the interest paid by borrowers during the calendar year – Annually

5.7.1.8.4 List of loans with small balances. The Universities shall have the option to set the amount – Monthly

5.7.1.9 **Delinquency Reports:**

5.7.1.9.1 List of borrowers who become delinquent during the month, based on criteria selected by the University/College, i.e. number of days past due – Weekly

5.7.1.10 **Program Management Reports:**
5.7.1.10.1 Summary report of activity on delinquent accounts and on accounts assigned to collection agencies. This report would provide the Universities with a method to measure the productivity of its collectors and collection agencies. The Successful Vendor shall propose a report format to meet this need.

5.7.2 Proposal to list other reports that are available to the Universities and include samples with your response.

5.7.3 Do you agree to meet the above requirements and to be bound by them throughout the Agreement period? ______________

5.8 Special Requirements:

5.8.1 Successful Vendor’s system must have the capability to report and systematically refer delinquent loans to at least ten (10) collection agencies under contract with the Universities per the guidelines of referral supplied by the Universities. The agencies must also be advised at least weekly on transactions, which have occurred on those loans in collection with the respective agencies. This interface must include reporting of agency success rates.

5.8.2 Successful Vendor must provide the Universities with all records and files pertaining to student loan accounts when required by Federal, State and University auditors. These records must be retained for a minimum of five (5) years.

5.8.3 Successful Vendor’s system shall have the ability to identify loans placed with collection agencies or internal collectors. System should have the ability to automatically refer accelerated past due loans to a collection agency.

5.8.4 The Successful Vendor’s system shall have the capability to administer privately funded loans (Universities loans) according to criteria established by the Universities. Specifically, the system should allow the Universities to set up its own parameters for the timing of due diligence Agreements, and to customize the test of each due diligence notice.

5.8.5 The Successful Vendor shall provide the Universities with the option to assess collection costs, late charges or penalty charges automatically or manually.

5.8.6 Successful Vendor must be able to process a refund to a student if they pay more than their balance due according to Universities’ requirements.

5.8.7 Successful Vendor’s system must have audits to ensure the Universities’ federal loans are processed in compliance with federal regulation, and to protect the integrity of the Universities’ data.

5.8.8 Successful Vendor’s system must be able to allow for automatic processing of backdated data without any necessity for manual review or calculations to determine which data elements would need to be changed by backdated processing. Their system must also review all transactions on the loan to ensure that the backdated change does not adversely affect the loan terms or its audit trail and compliance.

5.8.9 Successful Vendor’s system must accrue interest on a daily basis to maximize the return of funds to all loan programs.
5.8.10 Successful Vendor must have the ability to capitalize amounts (usually interest and costs) resulting from judgements.

5.8.11 Successful Vendor shall report accounts to national credit bureau organizations as required by federal regulations.

5.8.12 Successful Vendor shall respond to credit disputes filed by the borrower within the perimeters of the E-OSCAR system.

5.8.13 Do you agree to meet the above requirements and to be bound by them throughout the Agreement period? ______________

5.9 Conversion Requirements (if required)

5.9.1 Successful Vendor will provide for all phases of a smooth and orderly conversion to Successful Vendor’s own system within a 60 day time period from notice of award. Account maintenance, billing, cash collection and reporting shall be provided on a regular basis. Services shall be provided by a system that is currently operational and clearly capable of handling the volume of accounts.

5.9.2 Successful Vendor must provide for the ability to FTP transfer of files or an online system, which will allow the Universities to access student loan ledgers and records. This system must allow update capabilities by the Universities and provide for electronic mail to be sent to the Successful Vendor from each school.

5.9.3 Successful vendor is responsible for the full completion of the conversion (the transfer of account servicing information, history and current billing and payment information from the existing contractor to that of the contractor to be chosen under this RFP). Please provide a detailed conversion plan, along with a timeline, and explain the University’s role in this process.

5.9.4 Successful Vendor, during the performance of the conversion, shall include an audit of the current accounts and provide notification to the borrower of the change in billing services.

5.9.5 Successful Vendor, upon completion of the conversion, must confirm with the borrower the amount due, repayment information and procedures for repayment based on the newly created records.

5.9.6 Successful Vendor at the completion of the conversion shall prepare a formal reconciliation of all accounts.

5.9.7 If a new Vendor is chosen, the Universities will not be required to make payment until the conversion is complete and the initial borrower statement is sent.

5.9.8 The Successful Vendor shall provide, at no cost to the University at all technical expertise, clerical assistance, specific conversion programming materials and operational and training materials, and initial training at the Universities during and following the conversion period.

5.9.9 Include in your proposal an outline of the conversion timetable and approach.
5.9.10 Do you agree to meet the above requirements and to be bound by them throughout the Agreement period? ______________

5.10 Training Requirements

5.10.1 Successful Vendor must provide initial training of at least five (5) of each of the Universities' employees and follow-up training of these employees as well as service call support for the department. Successful Vendor must offer support seminars and workshops on accounting, collections, debt management, default reduction, reports, online usage, and most recent Federal regulations on a regular basis.

5.10.2 Do you agree to meet the above requirements and to be bound by them throughout the Agreement period? ______________

5.11 Optional Services: Address the following optional services, along with any additional services you are able to offer. A separate document detailing optional services (listing each service and its rate) can be provided.

5.11.1 Pre-collection, early intervention.
5.11.2 Electronic promissory notes.
5.11.3 Proposal to detail any additional service capabilities that you are able to provide at no additional cost to the Universities
5.11.4 Proposal to detail any additional service capabilities that you are able to provide at an additional cost to the Universities.

5.12 Accessibility. (Delete if not applicable. Contact itaccessibility@email.arizona.edu with questions if you aren’t certain whether or not this is applicable)

5.12.1 Address compliance with WCAG 2.0 AA and UA Rehabilitation Act Section 508.
   a. Address accessibility for both user and administrator/staff functionality.

5.12.2 Provide your VPAT for accessibility (Voluntary Product Accessibility Template) or your WCAG 2.0 Conformance Statement. Templates to be completed can be provided upon request.
   a. Include specific information regarding the accessibility of platform, keyboard navigation, and screen reader accessibility.

5.12.3 Has your product been verified for accessibility with assistive technologies for all functionality? If so, was verification through in-house testing or via third tester/vendor?
   a. Please list OS, assistive technologies and applications (browsers) tested, including version numbers.

5.12.4 Discuss where and how accessibility is included in your product development process.

5.12.5 If you are designing digital content such as email, Web-based or Social Media content, discuss your efforts to ensure accessibility.

5.13 Detailed Pricing.
The University of Arizona has a total enrollment of approximately 45,000 students. A summary of student loans owed and being serviced by a third-party contractor as of January 30, 2020 is shown below.

<table>
<thead>
<tr>
<th>LOAN TYPE</th>
<th>STATUS</th>
<th>QUANTITY</th>
<th>DOLLAR AMOUNT</th>
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<tbody>
<tr>
<td>Federal Perkins Loan</td>
<td>Student Enrolled</td>
<td>65</td>
<td>$303,864.00</td>
</tr>
<tr>
<td></td>
<td>Grace Period</td>
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<td></td>
<td>Repayment-Current</td>
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<tr>
<td></td>
<td>Repayment-Past Due</td>
<td>574</td>
<td>$2,275,366.39</td>
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<td></td>
<td>Bankruptcy Deferment</td>
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<td>$24,525.00</td>
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<tr>
<td></td>
<td>Other Deferments</td>
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<td>$1,129,596.83</td>
</tr>
<tr>
<td><strong>Total Perkins Program</strong></td>
<td></td>
<td><strong>2307</strong></td>
<td><strong>$8,788,537.26</strong></td>
</tr>
<tr>
<td>Institutional Loans</td>
<td>Student Enrolled</td>
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<td>$277,631.00</td>
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<tr>
<td>(4 Combined)</td>
<td>Grace</td>
<td>43</td>
<td>$2,027,200.79</td>
</tr>
<tr>
<td></td>
<td>Repayment-Current</td>
<td>43</td>
<td>$366,562.23</td>
</tr>
<tr>
<td></td>
<td>Repayment-Past Due</td>
<td>58</td>
<td>$427,858.00</td>
</tr>
<tr>
<td></td>
<td>Bankruptcy Deferment</td>
<td>1</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Other Deferments</td>
<td>8</td>
<td>$51,751.14</td>
</tr>
<tr>
<td><strong>Total Institutional Loans</strong></td>
<td></td>
<td><strong>183</strong></td>
<td><strong>$3,153,503.16</strong></td>
</tr>
<tr>
<td>Health Professional Loans</td>
<td>Student Enrolled</td>
<td>147</td>
<td>$5,702,105.85</td>
</tr>
<tr>
<td>(8 Combined)</td>
<td>Grace</td>
<td>45</td>
<td>$547,475.00</td>
</tr>
<tr>
<td></td>
<td>Repayment-Current</td>
<td>234</td>
<td>$7,354,025.13</td>
</tr>
<tr>
<td></td>
<td>Repayment-Past Due</td>
<td>62</td>
<td>$1,937,036.14</td>
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<tr>
<td></td>
<td>Bankruptcy Deferment</td>
<td>1</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Other Deferments</td>
<td>53</td>
<td>$2,280,214.42</td>
</tr>
<tr>
<td><strong>Total Medical Loans</strong></td>
<td></td>
<td><strong>542</strong></td>
<td><strong>$17,824,856.54</strong></td>
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<tr>
<td><strong>Totals</strong></td>
<td>Student Enrolled</td>
<td>242</td>
<td>$6,283,600.85</td>
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<tr>
<td></td>
<td>Grace</td>
<td>413</td>
<td>$4,089,818.79</td>
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<tr>
<td></td>
<td>Repayment-Current</td>
<td>1351</td>
<td>$11,260,629.40</td>
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<tr>
<td></td>
<td>Repayment-Past Due</td>
<td>694</td>
<td>$4,640,260.53</td>
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<td></td>
<td>Bankruptcy Deferment</td>
<td>9</td>
<td>$31,025.00</td>
</tr>
<tr>
<td></td>
<td>Other Deferments</td>
<td>323</td>
<td>$3,461,562.39</td>
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<tr>
<td><strong>Total Loan Portfolio</strong></td>
<td></td>
<td><strong>3032</strong></td>
<td><strong>$29,766,896.96</strong></td>
</tr>
</tbody>
</table>

Arizona State University has a total enrollment of approximately 130,000 students. A summary of student loans owed and being serviced by a third-party contractor as of February 29, 2020 is shown below.

<table>
<thead>
<tr>
<th>LOAN PROGRAM NAME</th>
<th>LOAN STATUS</th>
<th>NBR OF LOANS</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/R DELQ TUITION</td>
<td>REPAYMENT:CURRENT</td>
<td>1</td>
<td>$1,424</td>
</tr>
<tr>
<td>EXTENDED REPAY</td>
<td>ENROLLED</td>
<td>0</td>
<td>$0</td>
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<tr>
<td>EXTENDED REPAY</td>
<td>GRACE</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>EXTENDED REPAY</td>
<td>REPAYMENT:CURRENT</td>
<td>136</td>
<td>$677,091</td>
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<tr>
<td>EXTENDED REPAY</td>
<td>PAST-DUE</td>
<td>82</td>
<td>$537,459</td>
</tr>
<tr>
<td>Loan Type</td>
<td>Status</td>
<td>Amount</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------------------</td>
<td>--------------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>Bankruptcy Deferral</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Active Deferrals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Gaswirth Loan</td>
<td>Enrolled</td>
<td>1</td>
<td>$10,000</td>
</tr>
<tr>
<td>Grace</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Repayment: Current</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Past-Due</td>
<td>9</td>
<td>$46,650</td>
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<tr>
<td>Bankruptcy Deferral</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Active Deferrals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Law Society Loan</td>
<td>Enrolled</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Grace</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Repayment: Current</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Past-Due</td>
<td>4</td>
<td>$2,957</td>
<td></td>
</tr>
<tr>
<td>Bankruptcy Deferral</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Active Deferrals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Laura R. Bohm</td>
<td>Enrolled</td>
<td>3</td>
<td>$11,775</td>
</tr>
<tr>
<td>Grace</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Repayment: Current</td>
<td>1</td>
<td>$2,500</td>
<td></td>
</tr>
<tr>
<td>Past-Due</td>
<td>1</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>Bankruptcy Deferral</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Active Deferrals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Nursing Faculty Loan</td>
<td>Enrolled</td>
<td>16</td>
<td>$330,652</td>
</tr>
<tr>
<td>Grace</td>
<td>1</td>
<td>$47,379</td>
<td></td>
</tr>
<tr>
<td>Grace W/Deferral</td>
<td>1</td>
<td>$30,500</td>
<td></td>
</tr>
<tr>
<td>Repayment: Current</td>
<td>12</td>
<td>$280,448</td>
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</tr>
<tr>
<td>Past-Due</td>
<td>4</td>
<td>$95,741</td>
<td></td>
</tr>
<tr>
<td>Bankruptcy Deferral</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Active Deferrals</td>
<td>1</td>
<td>$37,257</td>
<td></td>
</tr>
<tr>
<td>PDS Next Teaching</td>
<td>Enrolled</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Grace</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Repayment: Current</td>
<td>2</td>
<td>$3,928</td>
<td></td>
</tr>
<tr>
<td>Past-Due</td>
<td>11</td>
<td>$110,716</td>
<td></td>
</tr>
<tr>
<td>Bankruptcy Deferral</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Other Active Deferrals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Perkins</td>
<td>Enrolled</td>
<td>239</td>
<td>$617,786</td>
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<td>Grace</td>
<td>17</td>
<td>$46,170</td>
<td></td>
</tr>
<tr>
<td>Grace W/Deferral</td>
<td>140</td>
<td>$474,258</td>
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</tr>
<tr>
<td>Repayment: Current</td>
<td>782</td>
<td>$2,145,685</td>
<td></td>
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<tr>
<td>Past-Due</td>
<td>1046</td>
<td>$3,270,741</td>
<td></td>
</tr>
<tr>
<td>Bankruptcy Deferral</td>
<td>8</td>
<td>$26,293</td>
<td></td>
</tr>
<tr>
<td>Other Active Deferrals</td>
<td>349</td>
<td>$1,258,749</td>
<td></td>
</tr>
<tr>
<td>Seed Teaching Program</td>
<td>Enrolled</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Grace</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
SEED TEACHING PROG  REPAYMENT:CURRENT  11  $49,109
SEED TEACHING PROG  PAST-DUE  3  $29,057
SEED TEACHING PROG  BANKRUPTCY DEFERMENT  0  $0
SEED TEACHING PROG  OTHER ACTIVE DEFERMENTS  0  $0

<table>
<thead>
<tr>
<th>FINAL TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENROLLED</td>
</tr>
<tr>
<td>GRACE</td>
</tr>
<tr>
<td>GRACE W/DEFERMENT</td>
</tr>
<tr>
<td>REPAYMENT:CURRENT</td>
</tr>
<tr>
<td>PAST-DUE</td>
</tr>
<tr>
<td>BANKRUPTCY DEFERMENT</td>
</tr>
<tr>
<td>OTHER ACTIVE DEFERMENTS</td>
</tr>
</tbody>
</table>

5.13.1 Proposals are to provide the following pricing rates (can be per occurrence, ex: $1.00 ea). If the rates/amounts will differ per University, please indicate such.

<table>
<thead>
<tr>
<th>Monthly (or Per Occurrence) Service Fees</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrolled</td>
<td></td>
</tr>
<tr>
<td>Monthly Grace / Repayment</td>
<td></td>
</tr>
<tr>
<td>Quarterly Grace/ Repayment</td>
<td></td>
</tr>
<tr>
<td>Annual Grace/ Repayment</td>
<td></td>
</tr>
<tr>
<td>Paid in Full</td>
<td></td>
</tr>
<tr>
<td>Exit Interview Packages</td>
<td></td>
</tr>
<tr>
<td>1st Overdue Notice</td>
<td></td>
</tr>
<tr>
<td>2nd Overdue Notice</td>
<td></td>
</tr>
<tr>
<td>Final Demand Notice</td>
<td></td>
</tr>
<tr>
<td>TRA Reporting –Borrower and IRS</td>
<td></td>
</tr>
<tr>
<td>90 day Due Diligence Telephone Call</td>
<td></td>
</tr>
<tr>
<td>NSLDS Reporting</td>
<td></td>
</tr>
<tr>
<td>Credit Bureau Reporting</td>
<td></td>
</tr>
<tr>
<td>Credit Bureau Disputes</td>
<td></td>
</tr>
<tr>
<td>Online Access-Date and Reports</td>
<td></td>
</tr>
<tr>
<td>Red Flag Rule Service</td>
<td></td>
</tr>
<tr>
<td>Various Collection Letters</td>
<td></td>
</tr>
<tr>
<td>NSF Charges</td>
<td></td>
</tr>
<tr>
<td>Regulation Z Service</td>
<td></td>
</tr>
<tr>
<td>NSF Service Fee</td>
<td></td>
</tr>
<tr>
<td>1098T Production &amp; Distribution (paper forms)</td>
<td></td>
</tr>
<tr>
<td>1098T Production &amp; Distribution (electronic forms)</td>
<td></td>
</tr>
</tbody>
</table>

5.1.1 Proposals are to provide the pricing rates for Optional Charges (5.11) (can be per occurrence, ex: $1.00 ea). If the rates/amounts will differ per University, please indicate such.

5.1.2 Other Charges: Proposals to state any other charges that might occur which have not been listed above in Optional Services. Please define these charges clearly and estimate the volume of such activity and the total cost of the services. If the rates/amounts will differ per University, please indicate such.

5.1.3 Miscellaneous: The above pricing is intended to be firm throughout the Agreement term. If the Successful Vendor is required to alter servicing procedures due to significant
changes in Federal Regulations governing the student loan programs covered by this Agreement that results in an increase in pricing, such pricing increases must be justified and mutually agreed to between the Successful Vendor and the Universities.

5.1.4 Likewise, if changes in the servicing procedures that are due to changes in the Federal regulations or as a result of the collaboration between the Universities and the Successful Vendor, result in a decrease in pricing, the reduced pricing is to be passed on to the Universities.

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

Will you accept payment via credit card? Yes _____ No _____

Will you accept payment via physical check? Yes _____ No _____

Do you offer an early payment discount? Yes _____ No _____

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

If payment via credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card? Yes _____ No _____

5.3 References. Vendor to provide five (5) customer references, from comparable institutions for similar products or services specified in this RFP, including the names and telephone numbers of the contact persons. Proposals are to include a list of a minimum of ten (10) of your largest clients.

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

6.1 Certification of Proposal

6.2 Legal Workers Certification (Required for all Contracts for: Services; Construction or Maintenance of Structure, Building or Transportation Facility; or Improvements to Real Property costing $100K and over)
6.1. 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 # L192014 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: _______________
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)