Procurement and Contracting Services

Request for Proposals for The University of Arizona Department of Nutritional Sciences with a Supplemental Nutrition Assistance Program – Apache County

Please mark all proposal submission Files with the following information

Sealed RFP # L192115
Electronic submission are due on July 1, 2021 no later than 2:00 PM, Arizona Time
# TABLE OF CONTENTS

For
REQUEST FOR PROPOSALS NO. L192115

<table>
<thead>
<tr>
<th>SECTION #</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Statement of Work</td>
</tr>
<tr>
<td>2.0</td>
<td>Definitions</td>
</tr>
<tr>
<td>3.0</td>
<td>General Information and Instructions to Proposers</td>
</tr>
<tr>
<td>4.0</td>
<td>Agreement Terms and Conditions</td>
</tr>
<tr>
<td>5.0</td>
<td>Scope of Work, Specifications, Technical Requirements</td>
</tr>
<tr>
<td>6.0</td>
<td>Certifications and Forms (Vendor to complete and return with proposal)</td>
</tr>
</tbody>
</table>
1.0 STATEMENT OF WORK

1.1 Summary. The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested vendors to furnish the University with policy, systems, and environmental change support for Arizona Health Zone Supplemental Nutritional Assistance Program Education (SNAP-Ed) Local Implementation Services. Policy, systems and environmental change support provided by the selected vendor will complement the University of Arizona's comprehensive nutrition and physical activity programs developed by SNAP-Ed. These comprehensive programs will address local needs related to nutrition, physical activity and obesity prevention utilizing evidence-based strategies and resources as outlined in the Arizona Health Zone Obesity Prevention Resource Guide and on the Arizona Health Zone Website. University of Arizona funding for the Request for Proposal is contingent on funding for the Supplemental Nutrition Assistance Program Education Local Implementation Services for the University.

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.

1.0 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 Arizona Time. We do not observe Daylight Savings Time.

2.3 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.

2.4 Contractor. Same as Successful Vendor.

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

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

University 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 the University’s Purpose and Core Values, please visit https://www.arizona.edu/purpose-values.

3.3 Schedule of Events. The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University’s needs.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/02/21</td>
<td>Issuance of RFP</td>
</tr>
<tr>
<td>06/11/21</td>
<td>Technical Questions/Inquiries due no later than 12:00 PM, Arizona Time</td>
</tr>
<tr>
<td>07/01/21</td>
<td>RFP is Due July 1, 2021, no later than 2:00 PM, Arizona Time</td>
</tr>
</tbody>
</table>

3.4 Pre-Proposal Conference. Not Applicable

3.5 Pre-Proposal Site Visit. Not Applicable

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

3.7 PROPOSAL PREPARATION INSTRUCTIONS

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

3.7.2 University Provides Information in Good Faith without Liability. All information
provided by the University in this RFP is offered in good faith. Individual items are
subject to change at any time. The University makes no certification that any item is
without error. The University is not responsible or liable for any use of the information,
or for any claims attempted to be asserted therefrom.

3.7.3 Verbal versus Written Communication. Verbal communication shall not be effective
unless formally confirmed in writing by the specified University procurement official in
charge of managing this RFP’s process. In no case shall verbal communication
override written communication.

3.7.4 Questions, Communications and Inquiries between the University and Vendors. All
Vendor inquiries, questions and requests for clarification related to this RFP
are to be directed, in writing via email, 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):

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

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

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

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

- Questions concerning this RFP must be submitted in writing, and be received
  no later than June 11, 2021 at 12:00 PM Arizona Time.
- 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
  June 11, 2021 at 12:00 PM Arizona Time.
- Inquiries about technical interpretations must be submitted in writing, and be
  received no later than June 11, 2021 at 12:00 PM Arizona Time.
- 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 June 11, 2021 at 12:00 PM, MST.

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

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

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

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

3.7.8 Attention to Terms and Conditions. Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

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

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

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

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

the University.

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

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


3.7.15 Performance and / or Payment Bonds. Not Applicable.

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

3.8 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION

Proposals must show a timestamp in by the date / time and uploaded to the University’s secure box no later than July 1, 2021 at 2:00 PM Arizona Time.

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 uploaded to:

**Box Secure Upload:**
In response to the current COVID-19 Pandemic, proposal responses will be accepted until the due date and time at:

[https://arizona.app.box.com/f/9e9fac30167e40c08771793cd8ea15c4](https://arizona.app.box.com/f/9e9fac30167e40c08771793cd8ea15c4)

Please title your response in the upload folder as:

**RFP#_VendorName_Response**

No later than July 1, 2021 at 2:00 PM, Arizona Time. 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 via zoom for purposes of identifying which vendors have responded, if requested. 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 **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.

3.8.3 **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 file 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 file from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary. **The file must also contain the reason(s) why the enclosed material is to be considered proprietary.** Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **At no time will the entire proposal be considered proprietary and be kept confidential.**

3.9 **EVALUATION PROCESS AND AWARD**

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

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

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

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

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

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

3.9.6 **Apparently Conflicting Information Obtained by Vendor.** The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFP.

3.9.7 **Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.
3.9.8 Method of Award. Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with Section 3.7.10 of this RFP. The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance. Pricing must be a criterion. However, the University is under no obligation whatsoever to select, as most responsive the proposal that demonstrates the lowest pricing.

Limiting Criteria

- Responses with Indirect Costs above 26% will not be considered.

Evaluation Criteria

- Alignment and Intent: the extent to which the application provides a clear and concise description of the objectives of the project. The extent to which the project will address obesity prevention and nutrition education. The extent to which the applicant identifies the intended beneficiaries, their numbers, and how they will benefit from the program.

- Prior Experience/Expertise: the extent to which the proposed Project Team possesses the knowledge, skills, and abilities to achieve the project goals to include: the key staff who will be responsible for managing the projects and the individuals (name and title) who comprise the Project Team, the expertise and experience of the Project Team necessary to successfully manage and implement the proposed project.

- Fiscal Plan and Resources: The extent to which the application budget narrative or justification provides a clear, detailed narrative description for each budget line item including: budget is consistent with the size and scope of the project and relates logically to the narrative describing the project. The extent to which the application provides evidence that critical resources and infrastructure are currently in-place that are necessary for the initiation and completion of the proposed project.

- Achievability: The extent to which the Outcomes and Indicator(s) is/are feasible for the scale and scope of the project.

- Technical Merit: the extent to which the application presents a clear, well-conceived and overall suitable methodology to fulfilling the goals and objectives of the proposed project. The extent to which the application presents a realistic schedule for implementing the proposed project during the award project period. If the project or entity was previously funded, the extent to which the previous lessons learned are incorporated into the proposed project.
The contract will consist of the University’s RFP, the proposal with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.

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

3.9.10 Pre-Award Presentations. The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.

3.9.11 Pre-Award Negotiations. The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

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

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

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

3.9.14 Public Record. After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate file from the proposal and that it is clearly designated and conspicuously labeled as such. The file must also contain the reason(s) why the enclosed material is to be considered proprietary. At no time shall the entire proposal be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. Pricing information cannot be considered proprietary or confidential.
3.9.15 Certification. By signature on the “Proposal Certification” form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not any employee of the University has, or has a relative who has, a substantial interest in any Agreement that may result from this RFP. Vendor also certifies their status with regard to debarment, or suspension by any Federal entity.

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

4.0 AGREEMENT TERMS AND CONDITIONS
The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Supplemental Agreement; Request for Proposals; Proposal.

4.1 Actions of Successful Vendor. The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

4.2 Advertising. The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

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

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

4.3.1 Electronic and Information Technology. Any acquisition considered electronic and information technology (EIT) as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and, for web-based applications, WCAG 2.0, Level AA Guidelines. In addition, the submission of a completed Voluntary Product Accessibility Template (VPAT) is required so the University of Arizona may ascertain conformance. Proposals or bids without a completed VPAT may be disqualified from competition. The UA Guide to the VPAT and the templates themselves are available to assist vendors in this process. See information at [http://itaccessibility.arizona.edu/guidelines/purchasing/vpat](http://itaccessibility.arizona.edu/guidelines/purchasing/vpat).
EIT is information technology (IT) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

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

The University of Arizona reserves the right to perform real-world testing of a product or service to validate vendor claims regarding Section 508 conformance. To facilitate testing, the vendor will, upon request, provide the University with access to the product being considered for purchase for a period of at least 30 calendar days.

4.3.2 Services and Products. An accessible service or product is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

Services provided include, but are not limited to:

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

Products include, but are not limited to:

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

4.4 Conflict of Interest. Pursuant to the provisions of Arizona Revised Statute § 38-511, the Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

4.5 Drug Free Workplace. The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor’s Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

4.6 Equal Opportunity. The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by
4.7 Federal, State, and Local Taxes, Licenses and Permits. Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

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

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

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

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

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

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

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

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

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

4.17 **No Boycott of Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of goods, 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 **Safety Standards.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following publication “Guidance on Preparing Workplaces for COVID-19,” available at the following link [https://www.osha.gov/Publications/OSHA3990.pdf](https://www.osha.gov/Publications/OSHA3990.pdf).

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

4.20 **Travel.** If authorized as part of any resulting contract, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with University Financial Policy 9.12 Independent Contractors, [https://policy.fso.arizona.edu/fsm/900/912 items 33-42](https://policy.fso.arizona.edu/fsm/900/912). Each request for reimbursement shall be itemized and accompanied by copies of original receipts. If applicable, reimbursements for airfare shall be for standard airline coach travel only. If applicable, reimbursement for auto travel and per diem shall be made at the rate permitted for State of Arizona employees. Note that the purchase of alcohol shall not be permitted as a reimbursable expense under this Contract. Vendor will submit all receipts and any required backup documentation to the University within 90 days after the applicable expenses were incurred. The University will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.

4.21 **Administrative (Legal) Remedies.** The Arizona Board of Regents has promulgated [Administrative (Legal) Remedies](https://www.arizona.edu/research/compliance/areso) for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
4.22 **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.

4.23 **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.

4.24 **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.

4.25 **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. Neither the Supplier / Contractor nor the University shall be liable for failure to perform if such failure is caused by or due to acts on regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier / Contractor or the University. Neither party shall be under any further obligation to the other.

4.26 **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.

4.27 **Insurance Requirements.** Grantees and subgrantees shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subgrantees until all of their obligations have been discharged, including any warranty periods under this Grant, are satisfied.
The insurance requirements herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant by the Grantee, its agents, representatives, employees or Subgrantees, and Grantee is free to purchase additional insurance.

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

**TERMS AND CONDITIONS RFGLA2020-001-007**

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

- General Aggregate $2,000,000.00
- Products – Completed Operations Aggregate $1,000,000.00
- Personal and Advertising Injury $1,000,000.00
- Damage to Rented Premises $ 50,000.00
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

**Worker's Compensation and Employers' Liability**

**Workers' Compensation Statutory**

**Employers' Liability**

- Each Accident $1,000,000
- Disease – Each Employee $1,000,000.00
- Disease – Policy Limit $1,000,000.00

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards,
commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

This requirement shall not apply to each Grantee or subgrantee that is exempt under A.R.S. § 23-901, and when such Grantee or subgrantee executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Grant.

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non-owned by the Grantee.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

VERIFICATION OF COVERAGE: Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Grant.

All certificates required by this Grant shall be sent directly to Arizona Department of Health Services, Office of Procurement, 1740 W Adams St., Room 303, Phoenix, AZ 85007. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

SUBGRANTEES: Grantee’s certificate(s) shall include all subgrantees as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subgrantee. All coverages for subgrantees shall be subject to the minimum requirements identified above. If the Grantee is a public entity but its subgrantee(s) are not, the Grantee shall still furnish to the State of Arizona separate certificate and endorsements for each subgrantee(s). All coverages for subgrantee(s) shall be subject to the minimum requirements identified above.
APPROVAL: Any modification or variation from the insurance requirements in this Grant shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Grantee or subgrantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the grantee or subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Force Majeure.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Grant if and to the extent that such party’s performance of this Grant is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market; Late performance by a Subgrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or Inability of either the Grantee or any Subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by an Amendment for a period of time equal to the time that results, or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

Any delay or failure in performance by either party hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

The terms and conditions of the prime award flow down to any subcontractors

**Professional Liability (Errors and Omissions Liability)**

Each Claim $2,000,000.00

Each Accident $1,000,000.00

Annual Aggregate $2,000,000.00
If SAM coverage is being provided under this policy then Grantee must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included”. This coverage may be sub-limited to no less than $500,000.00.

In the event that the professional liability insurance required by this Grant is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Grant; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Grant is completed.

Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this Grant.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions:

The Grantee’s policies shall stipulate that the insurance afforded the Grantee shall be primary insurance and that any insurance carried by the Department, its agents, officials employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona Department of Health Services, 1740 W Adams St., Room 303, Phoenix, AZ 85007) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Grantee’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4.28 **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.

4.29 **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.
4.30 **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.

4.31 **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

4.32 **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 **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.

4.35 **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.

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

4.46 Clean Air and Federal Water Pollution Control Act.) The successful vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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.
5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

5.1 Term of Agreement. The contract will be for an initial period of one year, from October 1, 2021 through September 30, 2022. The University of Arizona will have the option to renew on an annual basis for up to three (3) more years, with the final possible year being October 1, 2024 through September 30, 2025.

5.1.1 The Subcontractor will:

5.1.1.1 Work collaboratively on the SNAP-ED Program with the University of Arizona Cooperative Extension (UACE) in Apache County. Applicant will select a minimum of two approved areas from the Apache SNAP-Ed approved communities of Vernon, St. Johns, Round Valley Hub, Ft. Defiance Hub, and Chinle Hub.

5.1.1.1.1 The applicants must provide a detailed action plan with appropriate goals and objectives with the needed activities, partners, and events needed in which to accomplish them.

5.1.1.2 Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs) Childhood Strategy-School and Other Youth Based Systems at sites such as Round Valley Unified, Vernon Elementary, St. Johns Unified, Ganado Unified, Ft. Defiance Unified, Chinle Unified, Round Valley Boys and Girls Club, and Many Farms Boys and Girls Club.

5.1.1.2.1 Specific activities to be accomplished include: Direct Education using approved resources and curricula, Community Engagement (Open House, Field Days, End of Year Field Days), Local Wellness Committee participation, Staff Development, and Physical Activity (PA) Practices and Environment.

5.1.1.3 Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs) Food Systems Strategy, Food Access, Summer Food.

5.1.1.3.1 Specific activities to be accomplished include: Community Engagement (Kick-off events), Marketing and Promotion, Activities and Events to increase participation at approved sites such as Ramsey and St. Johns City Park, Ganado Unified, and Navajo Nation Chapter House locations and potential sites.

5.1.1.4 Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs Food Systems Strategy, Food Access, Food Banks/Pantries at approved emergency food bank sites such as Round Valley Cares, Round Valley Senior Center, St. John’s Senior Center, Navajo Nation Chapter House Locations, Navajo Nation Senior Centers.

5.1.1.4.1 Specific activities to be accomplished include: Direct Education using approved resources and curricula, Community Engagement, Staff Development, material distribution and marketing efforts, food demonstration and tastings.

5.1.1.5 Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs Childhood Strategy-Early Care and Education for youth and adult education at approved pre-k
sites such as Round Valley Head Start, Vernon Preschool, St. Johns Head Start, and Navajo Nation Head Start Centers.

5.1.1.5.1 Specific activities include Direct Education using approved resources and curricula, Community Engagement activities such as Open House, Home Based Programs, Resource Fairs), Staff Development, and Physical Activity (PA) Practices and Environment, and participation in the Nemours Better Together Learning Collaborative.

5.1.1.6 Coordinate and provide the SNAP-Ed program at approved SNAP eligible sites specific to Policy, Systems and Environment (PSEs) Active Living-Physical Activity Resources and Community Programming for youth and adult education at approved sites such as Ramsey Park, St. Johns City Park, Round Valley Unified School District, St. Johns Unified School District, Ganado Unified School District, Ft. Defiance Unified School District, and Vernon Elementary.

5.1.1.6.1 Specific activities to be accomplished include: Direct Education using approved resources and curricula, Community Engagement in coalitions such as RV Wellness Coalition, RV Community Center Social Hour, Jump Rope Competition, Just Move It Events, and the Central Community Improvement Team, material distribution and marketing efforts, walking groups.

5.1.1.7 Assist with planning and development for current and future SNAP-ED programming in eligible sites.

5.1.1.8 Assist with planning and development for future SNAP-Ed programming in eligible, new communities.

5.1.1.9 Facilitate nutrition education training to volunteers and approved site staff to provide nutrition education to the SNAP-Ed demographic population at the approved SNAP-Ed sites.

5.1.1.10 Facilitate food demonstrations and nutrition education for SNAP-Ed Eligible participants at approved SNAP-Ed Sites.

5.1.1.11 Facilitate nutrition education for SNAP-Ed Eligible participants at approved SNAP-Ed Sites.

5.1.1.12 Attend monthly staff meetings for updates, nutrition information, reporting requirements, and SNAP Ed program information.

5.1.1.13 Complete required Direct Education Evaluation measures for youth and adult as required by the Arizona Health Zone State Evaluation Team Framework.

5.1.1.14 Complete PSE evaluation activities in accordance with the Evaluation Framework for each fiscal year

5.1.1.15 Provide complete and detailed semi-annual report narratives as required by Arizona Health Zone and in accordance with deadlines established by UA County Program Manager.

5.1.1.16 Complete required Arizona Health Zone trainings and meetings including but not limited to: Food Demo Training, Policy and Procedures Training, Culturally
and Linguistically Appropriate Services (CLAS), evaluation-based trainings, Trauma Aware Basics, and annual conference.

5.1.1.17 Complete required University of Arizona CITI based training in accordance with U of A policies and procedures.

5.1.1.18 Provide complete and accurate monthly program reports as required by Arizona Health Zone through the Arizona Health Zone SEEDS online system in real time as direct education and policy, systems, and environmental change work is done.

5.1.1.19 The monthly program report is considered complete when all information has been entered for the month and all UA Unit Representative/UA SNAP Accounting questions have been answered and all requested corrections to the monthly program report have been made.

5.1.1.20 Send monthly cost reimbursement invoices, financial ledgers, and copies of all receipts for any reimbursable program expenses to your UA SNAP-Ed representative for services provided by the 20th day of the month for the previous month. For example, the October invoice would be due November 20th. Monthly invoices should be for the calendar month and NOT incremental or less than a month of service (i.e., October 01-October 31).

5.1.1.21 The September invoice is the final invoice of the federal fiscal year. The final September invoice is due one month after the end of September on October 31st. September 30th is the cutoff date for expenses for goods to be received and services to be provided to be considered valid reimbursable expenses and included in the final September invoice.

5.1.1.22 Report all reimbursable hours and descriptive information pertaining to those hours on the SNAP-Ed time log monthly. Management, direct, and paid time off must be tracked and reported separately on the SNAP-Ed time log. The SNAP-Ed time log must be sent via e-mail. The SNAP-Ed time log is due to your UA SNAP-Ed representative by the end of the first week of the next month. For example, the October SNAP-Ed time log would be due by the end of the first week of November.

5.1.1.23 Complete annual management evaluation requirements by September 30 of each year of the contract.

5.1.1.24 Assist with completion of Arizona Department of Health Services Management Evaluation Visit for Apache County as required by Arizona Health Zone Supplemental Nutrition Assistance Program-Education grant requirements.

5.1.1.25 Total invoices may not exceed $70,000.00 for each contract year (October 01 through September 30); all expenses must meet eligibility requirements of Arizona Health Zone and SNAP-ED guidelines and be within specified budget categories. All travel budgeted must use the State of Arizona Accounting Manual reimbursement rates.

5.1.1.26 Indirect costs represent the expenses of doing business that are not readily allocable to grant activities but are necessary for the general operation of the
organization and the facilitation of the activities required by the grant. This is a sub-federal award and follows all rules set forth in the Uniform Guidance (2 CFR § 200). If an applicant has a federally negotiated indirect rate agreement, they must provide a copy of that agreement and may use the negotiated rate up to a maximum of 26% Modified Total Direct Costs

5.1.1.26.1 Applicants without a federally negotiated indirect rate agreement may elect to utilize a de minimis rate of 10% Modified Total Direct Costs, as noted in 2 CFR § 200.414 (f).

5.2 Detailed Pricing. Attached Budget Template must be used to submit pricing. Submitted proposals need to detail applicant indirect costs percentage. New budget templates with updated proposed budgets must be submitted by the provider and accepted by the University of Arizona each year before the option to renew will be exercised by the University of Arizona.

5.3 Method of Payment: The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by check.

5.4 References. Vendor to provide five (5) customer references, from comparable institutions for similar products or services specified in this RFP, including the company names, contact names, telephone numbers and emails of the contact persons.

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

6.1 Certification of Proposal

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

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

6.4 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended) (Applicable to Federal Grants and Contracts >$150k)
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 # L192115 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: _____________________

F.E.I.N:________________________

RFP Email and Notification Contact: _____________________________________________
6.2. LEGAL WORKER CERTIFICATION

Required for all Contracts for: Services; Construction or Maintenance of any Structure, Building or Transportation Facility; or Improvements to Real Property costing $100K and over.

Date: ___________________

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

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

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

________________________________  ________________________________
(Firm)       (Address)

________________________________  ________________________________
(Signature Required)            (Phone)

________________________________  ________________________________
(Print Name)                   (Fax)

________________________________  ________________________________
(Print Title)                  (Federal Taxpayer ID Number)

(November 3, 2009)
6.3. CERTIFICATION REGARDING DEBARTMENT SUSPENSION, PROPOSED
DEBARTMENT AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

In accordance with FAR 52.209.5, complete the following certification regarding debarment suspension, proposed
debartment and other responsibility matters and return the completed certification with your solicitation response. (Applicable to Federal Contracts and Grants >$30k)

(a) Certification Regarding Debarment Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996 as amended)
   (1) The Offeror certifies, to the best of its knowledge and belief, that
      (i) The Offeror and/or any of its Principals
         (A) Are ☐ Are Not ☐ presently debarred, suspended, proposed for debarment, or declared
             ineligible for the award of contracts by any Federal agency,
         (B) Have ☐ Have Not ☐, within a three-year period preceding this offer, been convicted of or
             had a civil judgment rendered against them for: commission of fraud or a criminal offense in
             connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local)
             contract or subcontract, violation of Federal or state antitrust statutes relating to the
             submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or
             destruction of records, making false statements, tax evasion, or receiving stolen property; and
         (C) Are ☐ Are Not ☐ presently indicted for, or otherwise criminally or civilly charged by a
             governmental entity with, commission of any of the offenses enumerated in subdivision
             (a)(1)(i)(B) of this provision.
      (ii) The Offeror Has ☐ Has Not ☐, within a three-year period preceding this offer, had one or
           more contracts terminated for default by any Federal agency.

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

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

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

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

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

(NAME OF FIRM) __________________________________________ (ADDRESS, CITY, STATE, ZIP)

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

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

(a) The definitions and prohibitions contained in the clause, at FAR 52.203.12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(NAME OF FIRM) (STREET ADDRESS)

(SIGNATURE) (MAILING ADDRESS)

(TYPED OR PRINTED NAME) (CITY, STATE, ZIP)

(DATE)