REQUEST FOR PROPOSAL

Aspera Spacecraft Bus

RFP S182201

DUE: 2:00 PM, MST. 08/04/21

Time and Date of Pre-Proposal Conference    NA
Deadline for Inquiries      12:00 PM, MST, 07/22/21
Time and Date Set for Closing    2:00 PM, MST, 08/04/21
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**EXHIBITS**

EXHIBIT A – PROPOSAL FORMAT  
EXHIBIT B – TERMS AND CONDITIONS  
EXHIBIT C - CERTIFICATIONS  
ATTACHMENT A – STATEMENT OF WORK
1. **INTRODUCTION**

1.1. **University Background.** The University is a fully accredited State of Arizona institution of higher education. Additional information on the University is available at the following link arizona.edu.

1.2. **Proposal Background**

1.2.1. The University is requesting sealed Proposals from qualified Proposers for Providing a Spacecraft Bus for the Aspera Project at the University of Arizona.

1.2.2. This RFP is part of a competitive negotiation process intended to allow the University to obtain goods and/or services as outlined herein in a manner that is most advantageous to the University. This RFP provides the University the flexibility to negotiate with Proposers, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Proposals will be considered public records and will be available for review, as allowed by Arizona law and the Code.

1.2.3. It is the University's intent to select the Proposal(s), which are most favorable to the University in all respects, including scope, availability of services, quality of services, reputation, and price. If not otherwise stated herein, multiple Awards may be made or an Award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of the University.

1.2.4. The initial Contract term will follow the schedule in the SOW and will continue until completion of the project.

1.3. **Coverage and Participation.** Unless objection is submitted with the Proposal, it is the intent of the University that any Award resulting from the RFP be available for use by all departments of the University and any other Arizona University, along with any other educational institution or Governmental entities, to the extent allowed by Arizona law and the Code.

1.4. **Communications.** All questions or inquiries relating to this RFP must be directed to:

Jeff Sembar  Buyer, Sr.
Tel:  520-626-7439
E-mail:  jsembar@arizona.edu
2. **DEFINITIONS**

   Capitalized terms shall have the meaning set forth in Board Policy 3-801.B
   the exception of the following terms which shall have the meanings set forth below in
   this RFP.

2.1. “May” or “Should” indicates something that is not mandatory but
     permissible/desirable. If a Proposer fails to provide recommended information, the
     University may, at its sole option, ask Proposer to provide the information or evaluate
     the Proposal without the information.

2.2. “Must,” “shall,” “will” indicates a mandatory requirement. Failure to meet any
     mandatory requirements may result, in the University’s sole discretion, in the rejection
     of your proposal.

2.3. “MST” means Mountain Standard Time, the time zone in which the University
     operates. Arizona does not observe Daylight Savings Time.

2.4. “Proprietary Information” means trade secrets and other proprietary or confidential
     information exempt from Arizona’s Public Records Statute pursuant to A.R.S. § 15-
     1640(A). Contract terms and conditions, pricing, and information generally available
     to the public are not considered Proprietary Information under the Code (See Code § 3-
     801(D)(1)).

2.5. “RFP” refers to this request for proposals S182201.

2.6. “Successful Proposer” means any Proposer selected by the University to receive an
     Award as a result of this RFP and to enter into a Contract to provide the University
     with the products or services sought by this RFP.
3. INSTRUCTIONS TO PROPOSERS

3.1. General Requirements.

3.1.1. The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the University’s requirements. Proposers should submit a fully detailed Proposal that adequately describes the advantages and benefits to the University. Proposers should provide a detailed response to each requirement in this RFP, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, each Proposer should indicate their ability to comply with and/or agreement to the requirements of this RFP. Proposers are encouraged to provide any additional information that is not specifically identified in this RFP that would assist the University in making its evaluations based upon the disclosed evaluation criteria.

3.1.2. Any Person submitting a Proposal shall be deemed to have read and understand all the terms, conditions and requirements in this RFP.

3.1.3. The Purchasing Department shall retain this RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Proposer’s submission, is grounds for immediate disqualification.

3.1.4. Proposer agrees that the University will not pay for or be responsible for any cost or expense incurred by Proposer in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP.

3.1.5. The University reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, or to withhold the Award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all Proposals after the Opening date and the right to accept a Proposal not withdrawn before Opening.

3.1.6. Proposer may withdraw their Proposal any time prior to Opening. Proposer may request to withdraw their Proposal after Opening 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 Requests for Proposals to such Proposer.

3.1.7. All Proposals and accompanying documentation will become the property of the University at the time the Proposals are opened. It will be the Proposer’s responsibility to request that samples be returned to the Proposer and provide a method for doing so at the expense of the Proposer. If such a request is not received and a method of return is not provided, all samples shall become the property of the University forty-five (45) days from the date of Award and may be disposed of in the University’s sole discretion.
3.1.8. Collusion with other Proposers or employees thereof, or with any employee of the University, is prohibited and may result in disqualification of the Proposer and/or cancellation of an Award. Any attempt by the Proposer, whether successful or not, to subvert or skirt the principles of open and fair competition may result in disqualification of Proposer and/or cancellation of an Award.

3.1.9. Each Proposer shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Proposer, the University, and any other party to this RFP. Without limiting the foregoing, Proposer shall refrain from offering or giving gratuities, in the form of entertainment, gifts or otherwise, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. 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 Proposer disqualification and/or cancellation of an Award shall result.

3.1.10. If any Proposer or any of the Proposer’s employees, agents, or other representatives participating in this RFP need, or have questions about the University's accommodations for people with disabilities, arrangements can be made by contacting Jeff Sembar at telephone #520-626-7439, email address – jsembar@arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.1.11. 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 the proprietary and confidential nature of any Proposer information that is enclosed in a separate file from the Proposal and clearly designated and conspicuously labeled as set forth in Section 7.5.7 of this RFP.

3.1.12. Any protest of this procurement must comply with the requirements of section 3-809(B) of the Code.

3.1.13. Proposer shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable in performing any work under this RFP.

3.1.14. The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision of this RFP, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the Proposer’s risks or obligations under a Contract resulting from this RFP.

3.1.15. Any Proposer 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.

3.2. **Attention to Terms and Conditions.** Proposers are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The Successful Proposer is expected to enter into the form of agreement approved by the Board, refer to Section 9. The University terms and conditions included in this RFP, are intended to be incorporated into the Contract. **Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Proposals must state any exceptions taken to the mandatory terms and conditions in detail.**

3.3. **Project Resources.**

3.3.1. The Successful Proposer shall be required to provide the personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The University reserves the right to review Proposer’s staff assigned for relevant qualifications and experience.

3.3.2. Proposals shall include a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.

3.3.3. Proposer may subcontract installation, training, warranty, or maintenance service with prior University authorization. Proposal shall list and describe any subcontractor’s qualifications and relevant experience and describe how Proposer guarantees subcontractor performance. The Successful Proposer shall remain solely responsible for the performance of a resulting Contract from this RFP. All University payments for goods and/or services shall be made directly to the Proposer.

3.3.4. The University reserves the right to inspect Proposer’s facilities prior to Award or any time throughout the term of the Contract.

3.4. **Small Businesses.** The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, Proposer (Tier 1) will make commercially reasonable efforts to use SB & SDB in the performance of any Contract resulting from this RFP. Proposals should include a description of the Proposer’s efforts to solicit SB & SDB participation in providing the services.

3.5. **Substitute Materials.** Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this RFP are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any Proposal and is included in order to advise on the University’s needs. Any Proposal,
which proposes like quality, design or performance, will be considered.
4. **SCOPE OF WORK.**

4.1. Please review Attachment A for the Scope of Work details.

4.2. **Warranties.**

4.2.1. Each Proposal shall state the warranties to be offered by Proposer.

4.2.2. Unless stated elsewhere in this RFP, University expects that Proposer will provide the following warranties, at a minimum: (i) that all of the Contract services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) that the Successful Proposer will comply, and will be responsible for ensuring its owner, members, employees, agents, contractors and subcontractors comply, with all applicable federal, state and local laws in the performance of a resulting Contract; (iii) that the Successful Proposer owns or has sufficient rights in all goods and services to be delivered by the Successful Proposer, and the goods and services delivered by the Successful Proposer will not infringe upon or violate any Intellectual Property of any third parties; (iv) that any code or software developed or delivered by the Successful Proposer under a resulting Contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; (v) that the warranty period for Proposer provided materials shall (i) be no less than a period of one (1) year after completion of installation or within the manufacturer’s warranty, whichever is later, (ii) such warranty period shall commence upon date of acceptance by the University, and (iii) Proposer shall provide the University with all manufacturers’ warranty documents upon completion of installation and prior to leaving the job site; and (vi) that in addition to any implied warranties, all goods and services delivered by the Successful Proposer will conform to the specifications and descriptions created therefor.

4.3. **Specifications/Technical Requirements.** Please review Attachment A for the Scope of Work details.

4.4. **Performance Standards.** Please review Attachment A for the Scope of Work details.

4.5. **Additional Services.** Proposer may offer additional goods and/or services not specifically requested in this RFP, including associated costs. The University shall determine, in its sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit, at any time throughout the Contract or any renewal term, dependent on the needs of the University.

4.6. **Quality Assurance Plan.** Proposals shall provide a quality assurance plan that details the methods by which the Proposer guarantees performance.
4.7. **Sustainability.**

4.7.1. The University is committed to buying products with recycled content or environmentally sustainable alternatives. Identify all environmentally sustainable features and supply all relevant specifications of offered products. Include in the Proposal, information regarding Proposer’s overall sustainable efforts.

4.7.2. Pursuant to A.R.S. §34-451, the University is required to purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this RFP is for a product in a category for which ENERGY STAR® or certified products are available, submit evidence of the ENERGY STAR® status or certification for products offered.
5. **PRICING AND PAYMENT**

5.1. Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this RFP.

5.2. Any pricing and/or revenue offerings in a Proposal may be considered a final offer by the University, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, unless otherwise specified in the Proposal. The University may accept or reject in part or entirely a Proposal’s pricing and/or revenue offerings, unless otherwise specified in the Proposal. A Proposal’s pricing and/or revenue offering may not be modified after Opening unless the University, at its sole discretion, permits such modification. The University may reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method in this RFP.

5.3. **Method of Payment & Discount for Early Payment.** The University’s preferred method of payment is via credit card. Each Proposal shall indicate whether Proposer will:

   1) Accept payment via credit card at the time of purchase without assessing credit card fees;
   2) Offer an early payment discount (and describe the offering);
   3) Offer an early payment discount if paid via credit card;
   4) Accept payment via a Single Use Account when the invoice is processed through Accounts Payable. A Single Use Account is a card-based payment solution that acts like a check by providing a 16-digit virtual account number for each payment.
6. **QUALIFICATIONS/FINANCIAL STATEMENTS.** The University is soliciting Proposals from Persons which are in the business of providing services as listed in this RFP. Failure to include any requested information may be grounds for rejection of the Proposal.

6.1. **Prior Experience.** Proposals shall present a corporate history/management summary and evidence that the Proposer and/or its officers have been engaged in providing similar products and services as described herein. Proposer may also describe Proposer’s growth for the past five (5) years.

   6.1.1. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years.

   6.1.2. Detail Proposer’s experience with similar/like projects.

6.2. **Disputes/Litigation.**

   6.2.1. Describe the material issues of any current patent or copyright lawsuits or any other legal actions against Proposer including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.

   6.2.2. Describe litigation disputes for the past 5 years related to similar projects or Proposer’s ability to perform.

6.3. **Proposer References.**

   6.3.1. Provide, at minimum, three (3) references, not including the University, identifying firms with requirements similar to those of the University. Provide the name of the firm, contact person, email and the telephone number.

   6.3.2. The University may, but is not required to, contact the provided references and/or additional references not provided by Proposer. The University may give preference to those references that are most similar to the University.
7. **RFP PROCESS**

7.1. **Intent / Right to Terminate and Recomence RFP Process.** The University intends to enter into a Contract with one or more Proposers 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.

7.2. **Communications Regarding the RFP.**

7.2.1. No department, school, or office at the University has the authority to solicit or receive official Proposals other than The Purchasing Department. All solicitations are performed under the supervision of the Chief Procurement Officer and in accordance with University policies and procedures.

7.2.2. Any and all questions regarding this RFP shall be directed to Jeff Sembar, 520-626-7439, jsembar@arizona.edu in The Purchasing Department and to no other office or individual at the University. Any Proposer who improperly attempts to communicate with unauthorized University personnel regarding the RFP may face disqualification at the discretion of the University.

7.2.3. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this RFP must be in writing, and directed by email to: jsembar@arizona.edu. All formal inquiries must be submitted by the date and time listed in 7.3. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

7.2.4. The University may answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Proposer shall not be entitled to rely on any verbal response from the University.

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

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7.4. **Pre-Proposal Conference.** Not Applicable.

7.5. **Submitting Proposals.**

7.5.1. All Proposals shall be submitted, and all communications with University shall be made in accordance with the terms of this RFP.

7.5.2. Proposals are to be submitted via box secure upload at [https://arizona.app.box.com/f/90497612fae445f8bafbcf3ee67582a1](https://arizona.app.box.com/f/90497612fae445f8bafbcf3ee67582a1) on or before 2:00 PM, MST on August 4, 2021 at which time a representative of University will announce publicly the names of those firms or individuals submitting Proposals. No Proposals will be accepted after this time. No other public disclosure will be made regarding the RFP until after issuance of a notice of intent to Award or notice of Award of the Contract. No telephone, email or facsimile proposals will be considered. Conditional Proposals shall not be considered. **Proposals received after Opening will not be opened.**

7.5.3. Proposal shall be submitted in the format shown in Exhibit A OR Proposers 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 Sections 4, 5, and 6. Proposals should be organized in a manner that will facilitate the University’s evaluation. Proposals should include page numbers. The University reserves the right to reject, without prior notice, 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.

7.5.4. The University may, at its sole option, ask the Proposer to provide information that is not included in the Proposal or evaluate the Proposal as submitted.

7.5.5. Proposals shall be signed by an individual with authority to bind the Proposer. The University may reject any Proposal if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

7.5.6. Proposals must be submitted via box secure upload at [https://arizona.app.box.com/f/90497612fae445f8bafbcf3ee67582a1](https://arizona.app.box.com/f/90497612fae445f8bafbcf3ee67582a1). Please title your response in the upload folder as: RFPS182201_VENDOR_NAME_RESPONSE

7.5.7. As a public institution that is subject to Arizona’s Public Records laws, the University discourages Proposers from submitting confidential and/or proprietary information to the University. If the Proposer needs to submit confidential or proprietary information with its Proposal, the Proposer must submit such information in a separate file from the Proposal and clearly and conspicuously mark the submittals as “Confidential/Proprietary Information.” The University will have sole discretion to determine whether any submitted information is actually confidential and/or proprietary. The file must also contain the reason(s) why the enclosed material is to be considered confidential or proprietary if deemed confidential by the University. 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. Contract terms and conditions, pricing, and information generally available to the public are not generally considered confidential information. Any watermarks, footnotes, or reference to confidential and/or proprietary throughout the Proposal will be disregarded as boilerplate markings.

7.6. **Discussions with Proposers.**

7.6.1. Following the opening of the Proposals, the University may conduct Discussions, including oral in-person presentations, with Responsible Proposers whose Proposals are determined, by the University, to be reasonably susceptible to being selected for Award. The University also reserves the right to select the most Responsive and Responsible Proposer(s) without further discussion, negotiation, or prior notice. The University may presume that any Proposal is a best-and-final offer.

7.6.2. During Discussions provided for by Section 7.6.1, the University may accept revisions of Proposals and negotiate price changes. Selected Proposers participating in Discussions shall be accorded fair treatment with respect to any opportunity for Discussions or revisions of Proposals. If revisions are permitted, all selected Proposers will be invited to submit a final Proposal revision.

7.6.3. During any Discussion period, the University will not disclose any information derived from Proposals submitted, or from Discussions with other Proposers. Once a Contract is executed, the RFP file, and the Proposals contained therein, are in the public record and will be disclosed upon request.

7.6.4. After determining the Proposal(s) that is the most advantageous to the University, the University reserves the right to negotiate, prior to Award, with such Proposer(s) to finalize the terms of the Contract, resolve minor errors, clarify necessary details or responsibilities, obtain the lowest and best pricing, or otherwise as necessary to finalize the Contract.

7.6.5. **Notification of Non-Selection.** The University reserves the right not to notify Proposers not selected for further consideration or Award. The University may, in its sole discretion, post Awards to its website.
8. EVALUATION CRITERIA

8.1. Selection of Successful Proposer. The Award shall be made to the Responsible Proposer whose Proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this RFP. Price, although a consideration, will not be the sole determining factor.

8.2. Criteria. The evaluation of Proposals will be based on the following criteria:

8.2.1. Ability to Meet Cost and Schedule (refer to Attachment A).

8.2.2. Technical Specifications (refer to Attachment A)

8.2.3. Technical Plan for Spacecraft (refer to Attachment A)

8.2.4. Vendor Experience (refer to Section 6 and Attachment A)

8.2.5. Overall responsiveness and Completeness of Proposal.

8.2.6. Exceptions to the Terms and Conditions of the RFP (refer to Exhibit B). Scoring may or may not be assigned to this category, however Proposals that are contingent upon changes to the University’s terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be considered non-responsive.
9. CONTRACT TERMS AND CONDITIONS AND INSURANCE

The University will require the Successful Proposer to enter into a written agreement that includes or incorporates the mandatory Terms and Conditions set forth in Exhibit B hereto. Proposals that are contingent upon any changes to these mandatory terms and conditions, and insurance requirements may be deemed to be non-responsive and may be rejected. **Proposals must state, in detail, any exceptions taken to the terms and conditions included in Exhibit B.**
10. CERTIFICATIONS AND FORMS

Each Proposal must include the following certifications signed by an individual with authority to bind the Proposer. Forms of the certifications are attached as Exhibit C. Failure to include any of the following certifications may result in the Proposal being rejected as nonresponsive.

10.1. Certification of Proposal

10.2. Legal Worker Certification

10.3. Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters (Mar 1996 as amended)

10.4. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended)
EXHIBIT A – PROPOSAL FORMAT

Proposers may submit a Proposal using the following format, listed in order, and index tabbed to match.

1. Completed and signed RFP Certification (refer to Exhibit C).
2. Completed and signed Legal Worker Certification (refer to Exhibit C).
3. Completed and signed Anti-Lobbying Certification (refer to Exhibit C).
4. Completed and signed Federal Debarred List Certification (refer to Exhibit C).
5. Proposer’s Qualifications and Experience (refer to Section 6.).
6. Project Resources (refer to Section 3).
7. Client References (refer to Section 6).
8. A detailed technical Proposal (refer to Attachment A).
10. Proposer Information (refer to Section 3).
11. Exceptions to the Terms and Conditions of the RFP (refer to Section 9 and Exhibit B).
EXHIBIT B – TERMS AND CONDITIONS

Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected. All exceptions must be submitted with justification and alternate language and MUST be submitted with the Proposal.

Terms and Conditions

The University’s Terms and Conditions are available at https://pacs.arizona.edu/po-terms.

Insurance

EXHIBIT C – CERTIFICATIONS
CERTIFICATION OF 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 # S182201, issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that _________________________ (Vendor Name), located at ______________________________ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety- (90) calendar days as of the Due Date for responses to the RFP.

The undersigned certifies that to the best of his/her knowledge: (check one)

☐ There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

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

The undersigned further certifies that their firm (check one) ☐ IS or ☐ IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In accordance with Purchasing Policy 4.3 – Small Business Utilization Program, the Undersigned further certifies that your business (check the appropriate areas) ☐ does or ☐ does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please “CHECK” one of the following: ☐ Small Business ☐ Small Disadvantaged ☐ Small Business Women-Owned ☐ Women-Owned Disadvantaged ☐ Veteran owned ☐ HUB Zone ☐ Disabled Veteran Owned ☐ Alaska Native Corp. ☐ Historically Black Colleges and Universities and Minority Institutions

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

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

Name: ________________________________ Title: ____________________________

Signature: ____________________________ Date: ________ Email: __________

Telephone #: __________ Facsimile #: __________ F.E.I.N: __________
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)
CERTIFICATION REGARDING DEBARMENT SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

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

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

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)
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)

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