Procurement and Contracting Services

Request for Proposals for a GUSTO Transporter

Please mark all proposal submission
Envelopes with the following information

Sealed RFP # S192106
Due on February 19, 2021 no later than 2:00 PM, MST
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For REQUEST FOR PROPOSALS NO. S192106

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1.0 STATEMENT OF WORK

1.1 Summary. The Arizona Board of Regents (ABOR), on behalf of the University of Arizona, is soliciting proposals from interested vendors to furnish the University with GUSTO Transporter.

1.2 Coverage and Participation. The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

2.0 DEFINITIONS

2.1 Agreement / Contract. All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.

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

2.3 Contractor. Same as Successful Vendor.

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

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

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

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

2.8 Proprietary Information. Information held by the owner that if released to the public or anyone outside the owner’s organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary or confidential.

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

2.11 **Respondent.** Same as Vendor.

2.12 **Response.** Same as Proposal.

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

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

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

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

2.17 **Supplier.** Same as Vendor.

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

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

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

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

3.0 **GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

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

3.2 **About the University.** For information about the University of Arizona, please visit the University’s Internet web page at: [www.arizona.edu/](http://www.arizona.edu/). For specific demographic information, visit [http://factbook.arizona.edu](http://factbook.arizona.edu).
University 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.

- 02/03/2021 Issuance of RFP
- 02/11/2021 Technical Questions/Inquiries due no later than 12:00 PM/MST
- 02/19/2021 RFP is Due February 19, 2021, no later than 2:00 PM, MST

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 or email address CDKanzig@arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.7 PROPOSAL PREPARATION INSTRUCTIONS

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

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

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

3.7.4 Questions, Communications and Inquiries between the University and Vendors. 

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

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

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

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

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

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

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

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

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

- Questions concerning this RFP must be submitted in writing and be received no later than February 11, 2021 at 12:00PM MST.
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University’s attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University’s best interests. These must be submitted in writing and be received no later than February 11, 2021 at 12:00PM MST.
Inquiries about technical interpretations must be submitted in writing and be received **no later than February 11, 2021 at 12:00PM MST.**

- Inquiries for clarifications / information that will **not** require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

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

**3.7.5 Addenda and the University’s Response to Communications from Vendor.** The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

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

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

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

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after February 11, 2021 at 12:00PM MST.

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

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

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

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

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

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

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

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

- 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

Bids must be received by the date / time and uploaded to the University’s secure box at no later than February 19, 2021 at 2:00PM MST.

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

Bids must be uploaded to:

Box Secure Upload:

https://arizona.app.box.com/f/dfa316ad79164894ab89daf0f888b4d9

Please title your response in the upload folder as:

S192106_VendorName_Response

no later than February 19, 2021 at 2:00PM MST. The University shall not accept bids received by facsimile or email. The University shall, at the specified Due date and time, accept all bids that are otherwise in order. The University will allow interested parties to be present for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any bid until after formal notice of award and execution of any contract resulting from this RFB. 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 bids received after the Due date and time, and will not consider such bids.** The University reserves the right to retain or dispose of such bids at its discretion; however, the University may return such bids 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 bids 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 **Bid 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 RFB. 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 RFB.** Vendors may withdraw their bids any time prior to the RFB Due date and time. Vendors may request to withdraw their bids after the RFB 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 RFB’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 bid, the vendor shall ensure that it is enclosed in a separate envelope from the bid and that it is clearly designated and conspicuously labeled as such.

3.9 **EVALUATION PROCESS AND AWARD**

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

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

3.9.3 **Proposal Acceptance/Rejection.** The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the Due date and time.
3.9.4 Errors and Omissions in Vendors Proposals. The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

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

- 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**
- Vendor must be ISO 9001 Certified or Compliant

**Evaluation Criteria**
- Availability of vendor to meet schedule milestones detailed in the statement of work section 8.
- Vendor cost for proposal.
- Vendor has the ability to perform the required testing or has a detailed plan for outsourcing the required testing.
- Vendor is able to meet all SOW requirements.
- Vendor can provide material certification and traceability for all fasteners.
- Vendor can provide material certification and traceability for all non-COTS items.
- Vendor is AS9100 certified.

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

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

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

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

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

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

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

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

3.9.15 Certification. By signature on the “Proposal Certification” form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not any employee of the University has, or has a relative who has, a substantial interest in any Agreement that may result from this RFP. Vendor also certifies their status with regard to debarment, or suspension by any Federal entity.

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

4.0 AGREEMENT TERMS AND CONDITIONS

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

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

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

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

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

4.3.1 Electronic and Information Technology. Any acquisition considered electronic and information technology (EIT) as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and, for web-based
applications, WCAG 2.0, Level AA Guidelines. In addition, the submission of a completed Voluntary Product Accessibility Template (VPAT) is required so the University of Arizona may ascertain conformance. Proposals or bids without a completed VPAT may be disqualified from competition. The UA Guide to the VPAT and the templates themselves are available to assist vendors in this process. See information at http://itaccessibility.arizona.edu/guidelines/purchasing/vpat.

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

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

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

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

Services provided include, but are not limited to:

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

Products include, but are not limited to:

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

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

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

4.6 Equal Opportunity. The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

4.7 Federal, State, and Local Taxes, Licenses and Permits. Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

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

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

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

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

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

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

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

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

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

4.17 No Boycott of Goods or Services from Israel. If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least $100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

4.18 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.

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/fsn/900/912 items 33-42. 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** 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.** Without limiting any liabilities or any other obligations of Successful Vendor, the Successful Vendor shall provide and maintain the minimum insurance coverage
listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and
insurers acceptable to the University until all obligations under the Agreement are satisfied.

- Commercial General Liability (CGL) insurance with minimum limits of ONE MILLION
  DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000)
  general aggregate.
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE
  MILLION DOLLARS ($1,000,000) each occurrence.

The insurance policies required in the two statements above shall be endorsed to name the
State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional
insured and shall stipulate that the insurance afforded the Successful Vendor shall be primary
insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents
and the University of Arizona, their agents, officials or employees shall be excess and not
contributory insurance to that provided by Successful Vendor.

- If applicable, Worker’s Compensation insurance in accordance with applicable Arizona
  Statutes, for any employees engaged in the performance of Agreement: and
- Employer’s Liability insurance with a minimum limit of FIVE HUNDRED THOUSAND
  DOLLARS ($500,000).

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

4.28 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](http://www.university.com) 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.** Not Applicable.

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 Inspection.** University shall have the right to inspect the goods at delivery before accepting them.

4.42 **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.
4.43 Shipment Under Reservation Prohibited. Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

4.44 Successful Vendor to Package Goods. Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor’s name and address; (b) Consignee’s name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

4.45 Termination

4.45.1 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.

4.45.2 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.

4.45.3 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.

4.45.4 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.

4.45.5 **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.

4.45.6 **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.

4.45.7 **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.

4.46 **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.

4.47 **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to University until
University actually receives the goods at the point or points of delivery.

4.48 **Warranties.** In addition to any implied warranties, Successful Vendor warrants that the goods
furnished will conform to the specifications, drawings, and descriptions listed herein, and to the
sample or samples furnished by the Successful Vendor, if any. In the event of a conflict
between the specifications, drawings, and descriptions, the specifications shall govern.

4.49 **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.

4.50 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.

4.51 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).

4.52 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.

4.53 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
Shipping Container Requirements
Hardware deliverables shall include one shipping container, meeting all requirements specified in this document. The container can be custom built to meet all requirements.

The shipping container will be used to ship the observatory between JHU/APL facilities in Laurel MD, CSBF facilities in Palestine TX, and McMurdo Station in Antarctica.

The shipping container shall be compatible with shipping and handling events occurring on a LC-130 aircraft, a ski-equipped USAF variant of the C-130, as per MIL-STD-1791C and a B747 civil aircraft.

The shipping container should be compatible with shipping and handling events occurring on a snow sled, as will be used between the landing facilities in McMurdo and the Long Duration Balloon facility at Williams’s field. It is implied that compatibility with all other shipping events will ensure compatibility with this sled.

Observatory Shipping Configuration
The Observatory will be shipped in the “horizontal” position as shown in Figure 1. The suspended mass, including the observatory and the upper support frame will be provided by JHU/APL and covered in 7503-0015 GUSTO Shipping ICD.

![Figure 1: GUSTO Horizontal Shipping Configuration](image)

For reference, the approximate dimensions of the suspended mass are as follows, using the coordinate system defined in the previous figure:

- Width: 83 in (X)
- Height: 82 in (Y)
- Length: 200 in (Z)

The exact envelope of the suspended mass will be provided by UA in the form of a CAD file.

Observatory Mass Properties
The combined mass of the Observatory in the shipping configuration (including fasteners, covers, and other MGSE), the coordinate system, and the center of gravity (CG) location are defined in Table 1. Note that the coordinate system from which the CG is measured is defined in Figure 1, and that moments of inertia are measured about the CG. The observatory envelope dimensions do NOT include dynamic clearance. See section 4.4.3 for dynamic clearance specifications.
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gondola Weight (lbs-force)</td>
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</tr>
<tr>
<td>CG (x,y,z) (inches)</td>
<td>(-0.91&quot;, -1.22&quot;, 13.67&quot;)</td>
</tr>
<tr>
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<td>21,133.91</td>
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<tr>
<td>Iyy about CG (lbf/g-in²)</td>
<td>23,148.18</td>
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<tr>
<td>Izz about CG (lbf/g-in²)</td>
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<td>38.96</td>
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<tr>
<td>Iyz about CG (lbf/g-in²)</td>
<td>117.33</td>
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<tr>
<td>Izx about CG (lbf/g-in²)</td>
<td>611.66</td>
</tr>
</tbody>
</table>

**Table 1: GUSTO Observatory Parameters**

**Shipping Container External Dimensions**

The container external dimensions shall be compatible with common shipping facilities, vehicles, and hardware. Approximate values are reproduced below for reference.

A. Width: 108"
B. Length: 268"
C. Height: 95"

**Loads and Dynamics**

Design/Analysis Load Requirements

The container shall be designed to meet the following minimum aircraft design and test loads unless otherwise specified in this document. Loads are to be applied independently, single direction at a time.

Note 1: Design and test load requirements can be met with the use of cargo nets or equivalent.

**Table 2: Limit Loads from MIL-STD-1791C Section 5.3.3**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Up</td>
<td>-Y</td>
<td>3.0</td>
<td>2.0</td>
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<tr>
<td>Down</td>
<td>+Y</td>
<td>6.8</td>
<td>4.5</td>
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<tr>
<td>Longitudinal</td>
<td>+/-Z</td>
<td>3.0</td>
<td>2.0</td>
</tr>
<tr>
<td>Lateral</td>
<td>+/-X</td>
<td>1.5</td>
<td>1.0</td>
</tr>
</tbody>
</table>

**Table 3: Shock Isolation**

The container shall be designed to limit the Observatory from shock and vibration environments encountered during handling and transport operations, as measured at the Observatory CG, to less than 5.0 g’s for the handling load cases in Table 3. A suitable isolation system should be selected on the basis of suspended weight, CG, limiting ‘g’ loads, and high damping. The required capability shall be verified by the test described in section 6.
<table>
<thead>
<tr>
<th></th>
<th>Quasi-static load case, Road/Air/Barge</th>
<th>Shock load case, crane and forklift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forward</td>
<td>2.0 G</td>
<td>48 in/sec</td>
</tr>
<tr>
<td>Aft</td>
<td>2.0 G</td>
<td>48 in/sec</td>
</tr>
<tr>
<td>Lateral</td>
<td>2.0 G</td>
<td>48 in/sec</td>
</tr>
<tr>
<td>Up</td>
<td>1.6 G</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>3.6 G</td>
<td>6 in edge drop¹ 68 in/s</td>
</tr>
</tbody>
</table>

Note 1: Edge drop to occur on the edge detailed in the figure below

**Table 3: Transport and Handling Load Cases**

**Figure XX: Edge Drop Configuration**

Dynamic Clearance
The container shall maintain a minimum 1 inches of dynamic clearance to any and all components of the Observatory and isolated portions of the shipping container frame under all static and dynamic conditions to ensure no part of the Observatory or frame will strike the container under maximum excursion of the isolators.

Roof Snow Loads
The container roof shall be capable of sustaining a snow load of 20 psf.

Wind Pressure
The container shall be capable of sustaining a wind pressure of 19 psf.

**External Fittings**

**Lid Lifting Points**
If a removable lid is used, it shall have a minimum of 4 lifting points arranged such that the container lid can be lowered and removed in a balanced and level manner. Machinery eyebolts should not be used.

Grounding
The shipping container shall have 2 widely spaced grounding points on the inside and outside of the container. The shipping container shall also have 2 grounding points inside the container to connect the Observatory ground leads. See section 7.2 for test requirements.

**Internal Features**

**Rapid Depressurization**
The container shall incorporate a filtered vent system that will prevent the container from buckling and/or violating dynamic clearances defined in section 3.4.3 when under rapid depressurization conditions (reference section 5.3.5.2 of MIL-STD-1791C).

**External Environment**

**Environment Humidity**
The container shall be designed for an expected humidity range of 0-100%.

**Environment Temperature**
The container shall be designed to be exposed to temperatures from –40°F to +110°F.

**Allowable Materials and Finishes**
The shipping container is considered a critical Ground Support Equipment (GSE) and should follow the listed material guidelines below.

**Allowable Materials**
All parts or materials shall be certified as to composition, properties, and requirements as identified by the procuring document. Parts and materials used in critical applications, such as life-limited materials and/or safety- and fracture-critical parts, shall be traceable through all processing steps defined in the engineering drawing to the end-item application. Applicable allowable materials are listed below, and are not limited to:

- Steel and Aluminum for structural members, fasteners, etc.
- Flexible seals and/or sealing rings shall be Nitrile or Neoprene
- Casters should employ polyurethane type wheels.

**Prohibited Materials**
All materials and finishes used in the shipping container fabrication shall be non-particulating. Materials shall be selected to minimize the risk of flammability and toxic offgassing per the requirements of NASA-STD-6001, Flammability, Odor, Offgassing, and Compatibility Requirements and Test Procedures for Materials in Environments That Support Combustion. Materials and processes, as installed in the equipment, shall not liberate corrosive or reactive fumes under any conditions encountered during storage, shipment or service that would adversely affect flight hardware.

Certain types of Room Temperature Vulcanizing (RTV) silicones release acetic acid during the curing process, which can then attack solder joints and cause the solder to detach from the copper wire. These types of RTVs shall not be used. When rubbers or elastomers are used at low temperatures, the ability of these materials to maintain and provide required elastomeric properties shall be verified. Natural rubber materials shall not be used due to low ozone resistance and high sulfur content.

All silicone processing, including the use of curing ovens, tools, equipment, fixtures, the supplies, and garments used in the operations, shall be segregated from other polymeric material operations to preclude contamination of assemblies, tools, workspaces, and equipment not intended for use with silicone materials. **WARNING: FLIGHT EQUIPMENT CAN BE CONTAMINATED WHEN TOOLS AND EQUIPMENT USED FOR SILICONE PROCESSING ARE NOT RIGOROUSLY SEGREGATED FROM THOSE NOT USED FOR SILICONE PROCESSING.**
In addition, any materials, which do not meet these requirements, require UA approval prior to use on the shipping container.

**Magnetic Materials**

Due to the sensitive nature of the instruments aboard the Observatory, no permanent magnets shall be used on the shipping container. Use of pop-off valves or decompression panels with permanent magnets is exempt from this requirement. All magnetic materials used for the container shall be identified and provided to UA.

**Finishes**

The interior and exterior paneling of the container shall be coated with Signature® 300 white coating.

Unless otherwise specified, bare aluminum surfaces shall be conversion coated in accordance with MIL-DTL-5541, TYPE II, CLASS 3.

Unless otherwise specified, additional interior and exterior surfaces of the container shall be epoxy white paint or powder coat, compatible with alcohol wiping and pressure washing for cleaning, prior to entry into “clean room” type controlled areas. External surfaces should have a primer coating in accordance with specification MIL-P53030. The top coating of all exterior surfaces should be two or more coats of white gloss aircraft enamel paint conforming to TT-E-489 or equivalent. The paint to be used should be approved by UA in order to maintain a low outgassing environment around the Observatory.

Dissimilar metal combinations, including fastener assemblies, should be avoided insofar as possible with a goal of no more than 0.25 Volt difference in electromotive force (EMF). When such combinations do occur, they shall be protected against galvanic corrosion per the guidance for avoiding dissimilar metal combinations contained in MIL-STD-889C or require approval from UA prior to use.

No bare metals shall be present on the container. Passivation, chromate conversion, and other chemical conversion treatments per MIL-DTL-5541 are considered non-bare surfaces. It is preferred that all bare aluminum be primed and painted with white epoxy paint. For any surfaces expected to be electrically conductive, MIL-DTL-5541, TYPE II, CLASS 3 shall be used and a test report ensuring conformance provided.

Steel fasteners shall be zinc, zinc chromate or approved coating.

All container surfaces shall be capable of being cleaned to VC-1-500UV in accordance with IEST-STD-CC1246E. External closed cell sealant is excluded from this requirement.

**Markings**

At two places on the upper portion of the shipping container, placed at the vendor’s judgment, there shall appear in two inch high red lettering:

**REUSABLE CONTAINER, DO NOT DESTROY.**

All lift points, tie points, and ground straps shall be identified with two-inch-high red lettering:

**LID LIFT POINT**

**TIE POINT**

**GROUND**

The load-tested shipping container shall be conspicuously marked to indicate the maximum safe working load., container tare weight and approximate location of loaded and unloaded CG’s/
Any separable part of the shipping container shall be marked with the mass of the part, such as, but not limited to, the lid(s) and the base.

Registration marks for accurately aligning the lid with the base shall be placed on both the lid and base of the shipping container. Type and content of registration markings are left to the vendor's discretion.

The location of instrumentation as described in Section 4 shall be marked prominently on the exterior container.

A nameplate with the following information shall be attached to each section of the container:
- Reusable Container
- Total Mass of the Container
- JHU/APL Specification Number
- Manufacturer's Name, Part Number, and Serial Number
- Purchase Order Number
- Government Contract Number

**Fabrication Standards**

Welded joints shall be smooth without craters and exhibit characteristics of fusion, penetration and soundness representative of good welding practice. All flux, scale, and splatter shall be removed before any finish is applied. Welded joints will be inspected in accordance with applicable specifications of AWS D17.1/D17.1M.

Riveted joints and overall workmanship in general, should be in accordance with good commercial practice.

No bolted joint shall or welded joints shall be designed as a single point of failure.

**Instrumentation Requirements**

Monitoring devices shall be installed and used in accordance with standard application of the item and in a manner that will permit their observation and inspection with minimal assembly or disassembly. All monitoring devices shall be calibrated.

**Temperature Indicator**

The container shall provide an externally readable, for reference only, analog temperature gauge that measures the internal temperature.

**Humidity Indicator**

The container shall provide an externally readable, for reference only, analog relative humidity indicator that measures the internal humidity of the container.
Simulated Observatory

Q. Simulated Observatory

For dynamic acceptance tests, the container shall be loaded with a vendor provided observatory CG and mass simulator that represents 100% of the maximum weight and CG as described in Section 4.2.

For strength acceptance tests, the container shall be loaded with a vendor provided observatory CG and mass simulator that represents 200% of the maximum weight and CG as described in Section 4.2.

Acceptance Test Criteria

Q. General

The Acceptance Tests specified herein shall be conducted on the manufactured shipping container to determine compliance with the design and performance requirements of this specification. A detailed testing plan shall be supplied to UA for approval and review two weeks prior to initiation of acceptance testing. Following completion of acceptance tests, detailed test summary and briefing is required.

R. Acceptance Tests

Edgewise Impact Drop Test

The container with a simulated Observatory at 100% of the maximum weight shall be subjected to edgewise impact drop tests. The drop test consists of the following: with casters removed or raised (if used), place one edge of the closed container on a flat clean plywood surface or equivalent and raise the opposite end 6.0 inches above the floor. From this position, initiate a quick release and allow the container to free fall and strike the hard floor. The edge to be dropped is detailed in section 4.4.2. Static and dynamic clearances shall be verified.

Inclined Stability Test

Incline stability test will be completed by CAD software by UA.

Container Base Static Load Test

The container base shall be proof tested with 200% of the maximum Observatory weight and be maintained for at least 5 minutes with no damage or deformation. The isolation system is to be shorted out or may be absent from the load path for this test.

Tie Down Points Test

Container tie down points shall be tested to the G-loads specified in Section 4.4.1.

Note: tie down points on the MIL-Spec pallets do not need to be tested in the event the pallet is purchased new with certification of conformance.

Lid Lifting Lugs Test

If a removal lid is used, each lid lifting lug shall be proof tested with 200% of the respective container lid weight suspended and maintained for at least 5 minutes with no damage or deformation.

Conductivity Test
The grounding point measurements on the shipping container shall indicate a resistance no greater than 1.0 ohm.

Rigging Configuration Verification

All six rigging configurations (detailed below) shall be tested to ensure the transporter is no more than 6 inches from level. If more than 6” from level adjust shackle sizes until a flat lift is achieved. Rigging configurations shall be as detailed below:

High Rigging:
– Box without Gondola
– Box with Test Gondola
– Lid only

Low Rigging:
– Box without Gondola
– Box with Test Gondola
– Lid only

Inspection

The container shall be inspected for compliance with all requirements of this specification for which no tests are specified.

Q. Test Criteria

Accelerometer G Values

The acceleration of the isolated assembly measured during the testing in Edgewise Impact Drop Test shall not exceed the values stated in section 4.4.2.

Dynamic Clearances

The simulated Observatory and the Observatory envelope shall not come in contact with any part of the shipping container, which can be verified through analysis and acceptance testing.

Resistance to Damage
Any dents as a result of the Acceptance Tests shall not be greater than 0.25 inches in depth, 2 inches in length. There shall be no structural damage due to dents.

Test Reports

The vendor will provide and brief a detailed test report as described in Section T.

Schedule, Milestones, Meetings, and Teleconferences

**R. Shipping Container Development Schedule**

The reference schedule for the container is depicted in the following table.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Duration</th>
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<th>Finish</th>
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</table>

*Table 4: GUSTO Program Significant Milestones*

**S. Meetings and Milestones**

**Post Award Kickoff Meeting**

The Vendor will participate in a requirements review, alternatively called a Kick-Off meeting, designed to review this document prior to the vendor proceeding into the development program. The Vendor, at a minimum, should address the following topics at the Kick-Off meeting:

- Heritage summary of Observatory shipping containers
- Initial design concept and/or plan for designing, constructing, and testing the container to demonstrate an understanding of all container specifications.
- Discussion of any areas where the vendor believes the requirements of the container specification cannot be met and/or may need modification.
- Proposed program schedule with milestones identified for critical events.

**Test Readiness Review**

The Vendor will hold a Test Readiness Review (TRR) and provide sufficient depth material content that UA, APL and GSFC can perform a final technical evaluation of the detailed test plan prior to acceptance testing initiation. The Vendor, at a minimum, should address the following topics at the TRR:

- Review of any open action items from CDR
- Final detailed container testing plan addressing all acceptance tests in this document
- Procured necessary hardware, tooling, and facilities required to test the container
- Understanding of all acceptance tests objectives
- Observations/data to be recorded and collected before, during, and after each test
- Inspection requirements of the container before, during, and after each acceptance test
• Any associated risks or safety concerns and planned mitigations
• Update to program schedule with milestones identified for critical events
• Request for Action (RFA) and the meeting minutes will be recorded and managed by the vendor contact and reviewed by UA, APL and GSFC.

Acceptance Testing
The Vendor shall perform acceptance testing per the vendor supplied and UA approved test plan from the TRR. All acceptance tests shall be performed by the vendor and witnessed by a UA representative. The tests may also be conducted in whole or in part by a properly certified independent testing organization. UA requires 2 week notice prior to testing initiation.

Mechanical Handling and Crew Training Meeting
The Vendor will conduct a Mechanical Handling and Crew Training meeting at the Vendor’s facility prior to the Pre-Ship Review. The Briefing/Training review should include:

• Hands on container handling training for the UA and APL Mechanical Handling Crew. Note: The Vendor may elect to operate the Vendor cranes as needed during the “hands on” training. If the Vendor determines that UA and APL staff should operate the Vendor cranes, then the Vendor should provide training and certify the designated UA/APL crane operator on site the day of or day prior to the review/meeting.
• The conduct of assembly and dis-assembly mechanical handling operations of all of the container hardware.
• Familiarization session where tie points, handling points and other critical features of the container are identified for overland and aircraft loading/unloading and transportation operations.
• Explanation of safety hazards and associated mitigations related to the operation and handling of the container.

Pre-Ship/Acceptance Review
Following completion of all acceptance tests, a detailed test summary and briefing will be conducted as part of a pre-ship review before UA, APL and GSFC acceptance of the container. In addition, all End Item Data Package material will be reviewed at the pre-ship review. The Vendor, at a minimum, should address the following topics at the pre-ship review:

• Detailed test summary of all acceptance tests
• Statement of compliance with the specifications and ICD requirements
• Established agreement on a closure plan for all action items
• All items in the End Item Data Package

Once accepted, the vendor shall identify and contract an overland commercial carrier for delivering the shipping container from the vendor to JHU/APL.

T. Teleconferences
The Vendor will support weekly teleconferences with UA. The teleconferences are considered informal meetings focused on technical discussions, should be brief in nature (approximately 15 to 30 minutes), and should be attended by, at the minimum, a UA Technical Contact or designee and a Vendor Technical Contact or designee. The schedule and frequency of the teleconferences may be adjusted via mutual consent after award. Notes and action items should be recorded and tracked from the teleconferences by the vendor contact, reviewed by UA, and distributed via email prior to the next scheduled teleconference.
Deliverables

Q. TRR Review Package
The Vendor shall provide UA in PowerPoint or PDF format, the TRR presentation package in electronic format 1 week prior to TRR.

R. Container Design Package
The Vendor shall provide UA all drawings developed to manufacture the container and a “Top Assembly” drawing of the container that includes overall dimensions, identifies all critical interface and handling points and hardware.

S. Container CAD Model
The Vendor shall provide UA a final CAD model in electronic format (STP File) of the container.

T. Structural Analysis and Test Report
The Vendor shall provide UA a structural analysis and test report in electronic format. The structural analysis (powerpoint/pdf is acceptable) should, at a minimum, include discussion of:
- Physical characteristics and dimensions of the equipment to be shipped
- Mass and CG of the entire system to be shipped
- Material properties
- Driving load cases
- Analysis assumptions
- Proposed tiedown pattern and load diagrams
- Analysis of tiedown capability and substantiating information
- Primary modes shapes of the isolated assembly
- Interface loads to the isolated assembly
- Isolator selection and analysis
- Information to support the air transport certification process as detailed in MIL-STD-1791C Section 6.4.

U. Spare Parts List
The Vendor shall provide UA a list of recommended spare parts in electronic format.

V. Commercially Procured Hardware List
The Vendor shall provide UA a list of all commercially procured parts delivered as part of the container. The suppliers should be identified and the part numbers the items were ordered by should be provided. The Vendor may satisfy this requirement by including the requested items in a Bill of Materials (BOM) included on a drawing or several drawings.

W. End Item Data Package
The Vendor shall provide UA, in electronic or hard copy format, an End Item Data Package (EIDP) that contains all the deliverables listed below and as noted elsewhere in this document:
- Certificate of Conformance signed by an authorized vendor representative
• Raw materials certification and test reports
• Component hardware certificates of conformance
• Certification for chemical conversion coating processes
• Certification for application of primer and enamel coating processes
• Welder certifications and applicable AWS D17.1 compliant Welding Procedures
• Welding assurance test results (as applicable)
• An inspection report demonstrating compatibility of the shipping container interface to the observatory interface as specified in the GUSTO Shipping Configuration ICD 7503-0015 (current release). Note: The Vendor may substitute via mutual consent a fit check of the interface
• Final Container drawing package
• Final CAD model
• Final design and structural analysis
• Final detailed test report of acceptance tests
• Final Spare parts list
• Final Commercially procured hardware list

Standard Supplier Quality Control

The minimum quality requirements for mechanical fabrication and assemblies are Q1, Q2, Q3, Q4, Q5, Q8, Q9, Q16, Q19, Q20, Q24, Q26, Q27.

Q1 Quality Management System/Process Requirement

Your organization shall use and maintain a Quality or Inspection & Test system that complies with ISO 9001 Quality Management System.

Q2 Flow Down of Applicable Requirements

If, in order to satisfy the requirements of this procurement, products or services must be procured/subcontracted to a lower-tier supplier, the applicable requirements of the UA procurement shall then be flowed down to those lower-tier suppliers. Products that are considered stock or off-the-shelf items, or when no lower-tier suppliers will be utilized, this clause can be considered as "Not Applicable" to the procurement.

Q3 Right of access due to U.S. Government Contracts

As a result of your organization supporting products and/or services to the U.S. Government, you shall provide a right of access to UA, APL, our customer, and/or regulatory authorities to all facilities involved in the order and to all applicable records. NOTE: Access requirements need only to be considered after reasonable cause for the need for access can be provided and with proper authority and planning with the supplier.

Q4 Notification of Nonconforming Product

If your organization has shipped product under the procurement that has been subsequently identified as either having a nonconformance or suspected nonconformance, you shall notify the UA procuring agent/purchasing representative and quality representative immediately. Notification to UA is also required for any product with a known defect prior to shipment for proper disposition and authorization to ship ONLY IF that product is needed to fulfill the procurement.

All nonconforming materials shipped to UA must be clearly identified and segregated from conforming material. Identification must be immediate and contain the required details of the nonconformity.
Q5 Notification of Changes to Product, Business Address, or Business Scope

During the execution of this procurement and prior to delivery of product, your organization shall provide notification to UA of any change in product design, plant location, materials, or production and/or scope of processes that may affect the procured item as originally specified or quoted. You shall also provide notification to UA of any pending business shutdowns or closures which may affect order completion.

Q8 Certificate of Conformance (C of C) Required

The Supplier shall provide a C of C that is traceable to the UA procurement and conveys the following:

- The manufacturer’s name and/or CAGE code.
- A description of the purchased product, including as applicable the UA or supplier part number(s), quantity, specification revision, lot number(s), date code(s) or date of manufacture, serial number(s), or other identifying information.
- A statement to the effect that the product meets the requirements of all applicable drawings or specifications, with data on file at the supplier’s facility.
- Chemical and Physical Analysis (if applicable)
- The Supplier's authorized representative.

When items on the procurement are supplied by a distributor, the distributor shall supply both a distributor Certificate of Conformance, as well as a Manufacturer's Certificate of Conformance.

Q9 Workmanship, Handling, and Special Process Control Requirements

Your organization (includes OEMs, or distributors performing “value-added” services), shall assure that workmanship and special process requirements will be executed using only trained and certified (if applicable) staff in accordance with the requirements of the individual standards as applicable. Unless otherwise directed through specific workmanship standards, workmanship must conform to the requirements of the drawing or other associated engineering documentation.

Examples include but are not limited to: welding, plating, heat treating, nondestructive testing and analysis, soldering, crimping, cabling, harnessing, Electrostatic Discharge controls, fiber optic terminations, surface mount technologies, and polymeric applications.

Q16 Counterfeit Component Protection Requirements

When items on this order are being procured through an Original Equipment Manufacturer (OEM), the OEM shall only purchase parts and materials directly from other OEMs, or their authorized distributors. Procurement of parts or materials through other sources must be authorized by UA.

When items on this order are being procured through a distributor, the supplier certifies by acceptance of this order that they are authorized by the OEM(s) to distribute the items being supplied.

All items delivered on this order shall have a direct (no intermediate custody aside from transportation) chain of custody between the OEM and UA, or the OEM, supplier and UA. Finished goods that have had intermediate ownership shall not be supplied without prior written authorization by UA.

Q19 Calibration Requirements for Measuring and Test Equipment (M&TE)
When M&TE is utilized to verify final measurements of product features and tests as part of this order, your organization shall assure that a calibration system has been implemented for this equipment, whether they are performed within your organization or by external calibration service provider, which assures the following unless otherwise reviewed and approved by UA.

- Calibrations of M&TE shall meet or exceed the minimum requirements specified within one of the following standards; ANSI/NCSL Z540-1-1994, or ANSI/NCSL Z540-3
- Calibration providers shall carry third-party accreditation to ISO/IEC 17025 including ANSI/NCSL Z540-1-1994 within the scope of the accreditation. Calibration providers that do not include ANSI/NCSL Z540-1-1994 within their accreditation scope require additional audit/assessment to assure full compliance to that standard.

Subcontractors providing products or services that require they provide final measurements of product features and tests as part of this order shall also meet these minimum requirements.

Q20 No Outsource Clause

Your organization shall not subcontract or outsource any part of this order without written approval or consent from UA. If testing or operations may occur outside the immediate facility contracted, UA shall be notified for their approval or consent. This requirement does not include subcontracting of secondary operations/special processes such as plating, painting, coatings, etc.

Q24 Inspection Requirements - Key Feature Definition and Model-Based Manufacturing

When working with an UA design engineering drawing that has not been fully dimensioned, or has identified key features for inspection using a fully dimensioned drawing, your organization shall approach the quality assurance requirements in the following manner:

Definitions:

- Key Feature/Critical Dimension: Any note, dimension, or other characteristic identified on the engineering drawing or one that has been specifically identified as a key feature when using a fully dimensioned drawing
- Model-Based Feature: Any characteristic or dimension that exists in the engineering provided model only, and/or is not included as a key feature as noted on the drawing

Inspection Requirements:

1. Key features/Critical Dimensions identified on the engineering drawing shall:
   a. be verified/inspected by your organizations quality department with all results documented as part of a Detailed Inspection Report to be submitted to UA as part of this order
   b. always also include:
      i. Conformance to all notes and their associated sub-processes and procedures
      ii. All threaded features (form and depth/length)
      iii. Visual inspections for completeness, damage, helicoils and other hardware for proper depth, insertion, etc.
      iv. Conformance to the Bill of Materials (BOM)
   c. be processed as nonconforming material under your QMS including MRB notification to UA for any proposed disposition of “Use As Is” or “Repair”.
NOTE: Authorization to ship product that includes a key feature noncompliance shall also include written approval from the procuring agent (buyer) or quality representative.

2. Model-Based features shall:
   a. Be verified as part of your standard manufacturing operations to assure you conform to the appropriate model/revision; however independent inspection/verification by your quality function is NOT required.
   b. Follow default tolerances as identified on the drawing
   c. Be documented, at a minimum, via email and reported to and from the assigned UA engineer for disposition/approval when not meeting the default tolerances and a “Use As Is” or “Repair” disposition is being requested (contact the procuring agent (buyer) to provide you with the lead engineer contact information if needed)
   d. Shall be processed under your QMS as nonconforming material if the UA engineer has determined the nonconformance affects form, fit, or function and the disposition will be “Use As Is” or “Repair”

Q26 Awareness for Aerospace Applications

By accepting this order, your organization understands and communicates, by whatever processes you feel are appropriate, awareness to your staff of their contribution to the safety, quality, and long term reliability of the products and services you provide, and the importance of ethical behavior.

Q27 Restrictions Related to Additive Manufactured (AM) Products

At no time may products supplied on this order, either as a single component or as part of an assembly, be manufactured using any type of Additive Manufacturing (AM) or 3-D Printing processes without prior written approval by JHU APL. Written approval to utilize AM or 3-D printed components shall be provided from the procuring agent (buyer) only and is to include approval by engineering and mission assurance at a minimum.
## Table 1: References

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<td>MIL-STD-1791C</td>
<td>Designing for Internal Aerial Delivery in Fixed Wing Aircraft</td>
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### 5.1 Term of Agreement

Delivery and acceptance required by June 11, 2021.

### 5.2 Project Schedule

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<td>15 d</td>
<td>Mon 6/14/21</td>
<td>Fri 7/2/21</td>
</tr>
<tr>
<td>Transport Pre-Ship Review</td>
<td>1 d</td>
<td>Tue 7/6/21</td>
<td>Tue 7/6/21</td>
</tr>
<tr>
<td>Transporter Ship to APL</td>
<td>5 d</td>
<td>Wed 7/7/21</td>
<td>Tue 7/13/21</td>
</tr>
<tr>
<td>Transporter Received</td>
<td>0 d</td>
<td>Tue 7/13/21</td>
<td>Tue 7/13/21</td>
</tr>
</tbody>
</table>
5.3 **Detailed Pricing**

- The quote shall include cost breakouts by cost elements including: a) Labor, b) Material, c) Testing and d) Program Management.
- The quote shall include BOEs, where applicable.
- The quote shall be delivered with a short schedule description of the transporter fabrication, testing and delivery.

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

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

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

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

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

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

6.1 **Certification of Proposal**

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

6.3 **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 # S192106 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that ________________________________ (Vendor Name), located at _______________________________________________________ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety-(90) calendar days as of the Due Date for responses to the RFP.

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

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

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

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

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

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

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

Name: ________________________________ Title: ____________________________

Signature: ____________________________ Date: ________ Email: __________

Telephone #: _______________ Facsimile #: _______________ F.E.I.N: _______________
6.2. LEGAL WORKER CERTIFICATION

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

Date: _____________________

Procurement and Contracting Services
University of Arizona
PO Box 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 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)

____________________________________________________________

(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)
6.5. PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, __________________________ as Principal, and __________________________ as Surety, are hereby held and firmly bound unto the Arizona Board of Regents for and on behalf of The University of Arizona as Owner in the penal sum of __________________________, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this __________ day of ______________, 201__.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Proposal, attached hereto and hereby made a part hereof to enter into a contract in writing, for __________________________ (insert project title).

NOW THEREFORE,

(a) If said Proposal shall be rejected, or in the Alternate,

(b) If said Proposal shall be accepted and the principal shall execute and deliver a contract in the Form of Contract provided (property completed in accordance with said Proposal) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL: __________________________________________
Principal (signature)

SEAL: __________________________________________
Surety (signature)
KNOW ALL MEN BY THESE PRESENTS:

THAT, ______________________________________________________________________ (hereinafter called Principal), as Principal, and ________________________________, a corporation organized and existing under the laws of the State of ____________________, with its principal office in the City of ______________________, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee) in the amount of ________________________________(Dollars) ($ ___________) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ______ day of ________________________, 201__, to construct and complete a certain work described as _______________________________________________________________________________ (insert project title) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy, and all liabilities on this bond shall be determined in accordance with provisions of this section, to the extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable attorneys’ fees as may be fixed by a judge of the Court.

Witness our hands this ______ day of ______________, 201__.

__________________________________________________________
Principal      Seal
By ______________________________________________________
Print Name ________________________________________________

__________________________________________________________
Surety       Seal
By ______________________________________________________
Print Name ________________________________________________
Address ___________________________________________________
Telephone # _______________________________________________
6.7. ARIZONA BOARD OF REGENTS PAYMENT BOND

Pursuant to Board of Regents Policy
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT, ________________________________________________, (hereinafter called Principal), as Principal, and ________________________________________________, a corporation organized and existing under the laws of the State of ______________________, with its principal office in the City of ______________________, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee) in the amount of _____________________________________________________(Dollars) ($ ___________________) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ______ day of ______________________, 201__, to construct and complete a certain work described as _____________________________________________________(insert project title) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy, and all liabilities on this bond shall be determined in accordance with the provisions of this section, to the same extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of this judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this ______ day of____________, 201__.

____________________________________________________
Principal      Seal
By ________________________________
Print Name _______________________________________

____________________________________________________
Surety       Seal
By ________________________________
Print Name _______________________________________
Address _____________________________________________
Telephone # _________________________________________