Procurement and Contracting Services

Request for Proposals for qualified vendors to build-out and furnish an eSports Arena in Arizona Student Unions.

Please mark all proposal submission envelopes with the following information

Sealed RFP #L131906
Due on 11/28/18 no later than 2:00 PM, MST
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For
REQUEST FOR PROPOSALS NO. L131906

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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 the elements and programming necessary to create an eSports Arena located inside the Arizona Student Unions’ Student Union Memorial Center (SUMC). Interested vendors are invited to submit proposals for one (or more) of the following categories: Physical Space Construction, eSports Arena Naming, Computers, Peripherals, and Games. The arena should include all gaming computers and related peripherals meeting the most current gaming specifications required to provide quality game play. Arena build-out and furnishings includes, but is not limited to desks, computers, monitors, keyboards, mice, headphones, speakers, chairs, all related cables and cable management system, data and electrical needs, and any construction to the physical appearance of the space. A variety of full-access eSports games should also be available to all customers using the space. See Section 5.0 for further details. This eSports Arena will be utilized as both a retail gaming location, competitive team practice location, and a holistic engagement space to grow and educate the Arizona gaming community through programming about health and wellness and diversity and inclusion.

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

2.0 DEFINITIONS

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

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

2.3 Contractor. Same as Successful Vendor.

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

2.5 MST. Mountain Standard Time. We do not observe Daylight Savings Time.
2.6 **Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of your proposal as non-responsive.

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

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

2.9 **Provider.** Same as Vendor.

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

2.11 **Respondent.** Same as Vendor.

2.12 **Response.** Same as Proposal.

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

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

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

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

2.17 **Supplier.** Same as Vendor.

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

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

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

2.21 **Vendor’s Response.** Same as Proposal.
3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

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

3.2 University Demographics. For information about the University of Arizona, please visit the University’s Internet web page at: www.arizona.edu/. For specific demographic information, visit http://factbook.arizona.edu.

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

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<th>Date</th>
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<tr>
<td>11/09/18</td>
<td>Pre-Proposal Conference at 10:00 AM MST. Sonora Room 1303 E University Blvd lower level next to Wells Fargo Bank</td>
</tr>
<tr>
<td>11/14/18</td>
<td>Technical Questions/Inquiries due no later than 12:00 PM/MST</td>
</tr>
<tr>
<td>11/28/18</td>
<td>RFP is due no later than 2:00 PM, MST</td>
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3.4 Pre-Proposal Conference. A mandatory pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP.

Notification of attendance should be made to Lila Sorensen, at telephone # 520-626-3538, or facsimile # 520-621-5179, or email: Lilas@email.arizona.edu.

Date: 11/09/18  
Time: 10:00 AM MST  
Place: The University of Arizona  
Student Union - Sonora Room 1303 E University Blvd. Lower level next to Wells Fargo Bank

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

The Buyer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Buyer, there is a need for such conference(s) in order to promote competition.

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

Notification of attendance should be made to Lila Sorensen at telephone # 520-626-3538, or facsimile # 520-621-5179, or email: Lilas@email.arizona.edu.

The University will not accept a proposal from any vendor who did not have a representative attend the mandatory pre-proposal site visit.
The Buyer may choose to call for additional pre-proposal site visit(s) if, in the sole judgment of the Buyer, there is a need for such visit(s) in order to promote competition.

3.6 **Accommodations for People with Disabilities.** If the vendor or any of the vendor’s employees participating in this RFP need, or have questions about the University’s accommodations for people with disabilities, please make arrangements with Lila Sorensen at telephone # 520-626-3538, facsimile # 520-621-5179, email address Lilas@email.arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.7 **PROPOSAL PREPARATION INSTRUCTIONS**

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

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

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

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

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

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

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

The University of Arizona
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 11/14/18 at 12:00 PM MST**.
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University’s attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University’s best interests. These must be submitted in writing, and be received **no later than 11/14/18 at 12:00 PM MST**.
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than 11/14/18 at 12:00 PM MST**.
- Inquiries for clarifications / information that will **not** require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

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

### 3.7.5 Addenda and the University’s Response to Communications from Vendor

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

*All addenda will be posted to our website only:

[http://pacs.arizona.edu/RFP-BID_Opportunities](http://pacs.arizona.edu/RFP-BID_Opportunities)*
Vendors who want the addenda supplied to them in another form must notify Lila Sorensen 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 11/14/18 at 12:00 PM MST.

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

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

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

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

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this RFP. The University may determine whether an addendum will be considered as part of this RFP and/or as part of any resultant contract. The University shall reject vendors’ responses to addenda if such responses are received after the RFP Due date and time.
3.7.8 **Attention to Terms and Conditions.** Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this agreement. **Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**

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

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

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

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

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

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

3.7.14 **Proposal Bond.** Not Applicable.

3.7.15 **Performance and / or Payment Bonds.** Not Applicable.
3.7.16 Anti-Kickback. In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

3.8 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION

Proposals must be delivered sealed; be received and be date / time stamped at the University’s Procurement and Contracting Services office reception desk, which is located on the 5th floor of the University Services Annex Building, 220 W. 6th Street, Tucson, AZ 85701, no later than 11/28/18 at 2:00 PM MST.

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

Proposals must be delivered sealed to:

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

The University of Arizona
Procurement and Contracting Services
P.O. Box 210300
Tucson, Arizona 85721
Attn: Lila Sorensen

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: Lila Sorensen

no later than 11/28/18 at 2:00 PM MST. The University shall not accept proposals received by facsimile or email. The University shall, at the specified Due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor’s request and at no cost or expense whatsoever to the University.
If the University determines that due to an insufficient number of proposals received, it would be in the University's best interest, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond.

3.8.1 Proposal Costs. The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

3.8.2 Faxes and Emails Not Accepted. The University shall not accept proposals received by fax or email.

3.8.3 Number of Proposal Copies to be furnished. Vendors are to submit one (1) original, in hardcopy form, and three (3) copies marked “copy” in hardcopy form, along with one (1) copy in electronic form, on a USB flash drive or other removable storage device, in either Microsoft Word or as an Adobe PDF file.

3.8.4 Binding and Marking. Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One," "Copy One of Proposal One," "Original of Proposal Two," "Copy One of Proposal Two;" and so on.

3.8.5 Marking of Envelopes. Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

Sealed RFP #L131906
11/28/18 at 2:00 PM MST
Attn: Lila Sorensen
(Company name)

3.8.6 Withdrawal of RFP. Vendors may withdraw their proposals any time prior to the RFP Due date and time. Vendors may request to withdraw their proposals after the RFP Due date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP’s to such vendors.

3.8.7 University's Right to Use Vendor's Ideas / Proprietary Information. If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University’s right of use. Provided, however, that the University will, in good faith, honor any vendor information that is enclosed in a separate envelope from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary. The envelope must also contain the reason(s) why the enclosed material is to be considered proprietary. Trade secrets or other proprietary data
contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. Pricing information cannot be considered proprietary or confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. At no time will the entire proposal be considered proprietary and be kept confidential.

3.9 EVALUATION PROCESS AND AWARD

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

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

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

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

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

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

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

3.9.7  **Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

3.9.8  **Method of Award.** Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with Section 3.7.10 of this RFP. **The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance.** Pricing must be a criterion. However, the University is under no obligation whatsoever to select, as most responsive the proposal that demonstrates the lowest pricing.

**Evaluation Criteria**

As detailed in Section 5.0, there are five categories available for bid via this RFP in relation to the eSports Arena in SUMC: Physical Space Construction, eSports Arena Naming, Computers, Peripherals, and Games. Each category will be evaluated based on the criteria below. The eSports Arena Naming category will be evaluated as defined in section 5.4.1

1. **Financial (40%)**
   The Successful Vendors in each category should select a Sponsorship Commitment as part of their proposal. The recommended Sponsorship Commitment Levels are:
   - **A. Legendary** - $100,000 to $250,000+
   - **B. Exotic** - $50,000 to $99,999
   - **C. Epic** - $25,000 to $49,999
   - **D. Rare** - $10,000 to $24,999
   - **E. Common** - $5,000 - $9,999

   Further details and examples of possible marketing items and exposure opportunities at each level are provided in Section 5.2.1.

2. **Product Quality (30%)**
   Vendors should demonstrate the highest product quality for all products offered in their proposals based on performance, creative/dynamic design, price, relevance, and consumer/user ratings. Popularity of a specific product or products does not imply a higher quality. Quality may be evaluated on a per product basis. Evaluations may be made on criteria such as competitive performance, product materials, ergonomics, comfort, longevity, ability for customization, specifications, and/or any other criteria that may pertain to that specific product.
3. **Plan for Product Maintenance, Repair, Replacement & Upgrade (15%)**
All proposals should include a detailed service plan for regular maintenance, repair, replacement, and/or upgrade to all equipment provided as required to maintain competitive performance by the evolving gaming industry.

4. **Student Success & Programming Support (10%)**
Vendors should include a detailed explanation of how they plan to support Student Success & Programming in the new eSports Arena. This support should include, but is not limited to wellness initiatives for gamers (physical, mental, and emotional), diversity initiatives, career services initiatives (i.e. workshops designed for students seeking careers in eSports and other career engagement opportunities with mentors from the industry), early academic outreach through gaming, mentorship programs, lecture series by industry professionals, event sponsorship and participation, tournaments, new game/press releases, online events, grand opening support and attendance. Programming opportunities should embrace educational partnerships and collaborations to prepare students for success in the classroom and beyond.

5. **Vendor Qualification (5%)**
The University expects exceptional customer service from all Vendors, so proposals should demonstrate Vendors’ willingness and ability to provide such customer service on a consistent basis including a reasonable response time to service calls and an overall customer service plan. Customer service initiatives should be based on student engagement and support and not focused on driving sales.

Each proposal should specifically address the Vendor’s qualifications and experience in providing the level of service required to fulfill the terms of their proposal. Vendors should include their company history and financial performance, and should provide specific references for other gaming and eSports-style operations, if applicable, run in the past to demonstrate their ability and experience to provide the services requested.

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://drc.arizona.edu/about/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 Israel. As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

4.18 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.

4.19 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.

4.20 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.

4.21 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.

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

4.23 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.

4.24 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 insurance with a minimum combined single limit of TWO MILLION DOLLARS ($2,000,000) each occurrence.
- 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 ONE HUNDRED THOUSAND DOLLARS ($100,000).

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.

4.25 Additional Insurance Requirements Not Applicable.

4.26 Additional Insurance Requirements (Medical Services Agreement). Not Applicable.

4.27 Additional Insurance Requirements (Handling Hazardous Wastes). Not Applicable.

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 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.
4.32 **Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Parking and Transportation Services located at 1117 E. Sixth St., Tucson AZ 85721-0181.

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

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 **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.

4.36 **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.

4.37 **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.

4.38 **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.

4.39 **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.

4.40 **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.
4.41 Termination

4.41.1 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.

4.41.2 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.

4.41.3 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.

4.41.4 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.

4.41.5 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.
4.41.6 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.

4.41.7 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.

4.42 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.

4.43 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.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS
The University of Arizona invites proposals from interested vendors to furnish the University of Arizona Student Unions with an eSports Arena located inside the Student Union Memorial Center (SUMC). Interested vendors are invited to submit proposals for one (or more) of the following categories: Physical Space Construction, eSports Arena Naming, Computers, Peripherals, and Games. The arena should include all gaming computers and related peripherals meeting the most current technical specifications required to provide competitive performance and quality game play. Arena build-out and furnishings includes, but is not limited to desks, computers, monitors, keyboards, mice, headphones, speakers, chairs, all related cables and cable management system, data and electrical needs, and any construction to the physical appearance of the space. A variety of full-access eSports games should also be available to all customers using the space. This eSports Arena will be utilized as both a retail gaming location, competitive team practice location, and a holistic engagement space to grow and educate the Arizona gaming community through programming about health and wellness and diversity and inclusion.
The University’s goal is to create a world-class, internationally recognized eSports Arena to support the students’ growing interest in both casual and competitive gaming as well as engage in health and wellness and diversity and inclusion initiatives. Vendors submitting proposals for the Computers, Peripherals and Games categories should provide installation of their equipment/games and detail a regular service plan to maintain and upgrade equipment/games as required to maintain competitive performance in the evolving gaming industry. All computers and peripherals must meet all security and IT standards in place at the University and the SUMC. Vendors will work directly with the Student Union’s IT department as well as UITS to ensure successful installation and maintenance of all gaming equipment. Vendors submitting proposals for the Physical Space Construction category should be sure to include a plan for the necessary infrastructure to support all electronic equipment requested for the eSports Arena. The Successful Vendor will work directly with the Student Unions and University Facilities teams to complete all work.

5.1 Term of Agreement. The initial term for the Computers, Peripherals, and Games categories will be for two (2) years with option to renew for three (3) additional one (1) year periods upon mutual agreement of the University and the Successful Vendors. The term for the eSports Arena naming category will be for a period of five(5) years.

5.1.1 Physical Space Construction Term. The term for the Successful Vendor in the Physical Space Construction category is expected to be no longer than one year from the date of award. However, the University and Successful Vendor may extend the term in monthly increments upon mutual agreement in order to ensure construction of the space is complete as planned.

5.2 Sponsorship Commitment. All interested Vendors are asked to make an annual Sponsorship Commitment to the University if awarded the Successful Vendor for their proposed category (or products/categories). Vendors should select a specific dollar amount for their Sponsorship Commitment and include it in their proposal, detailing the marketing items and exposure opportunities they prefer based on the options noted for each Sponsorship Commitment Level below. The final Sponsorship Commitment from the Successful Vendor may be negotiated further based on the proposals received. Vendors are welcome to propose other marketing items and/or exposure opportunities not listed in the level details below, but must select a dollar amount within the ranges provided.

Make eSports history with the University of Arizona as we grow the eSports community. See Attachment A for our vision of what the future of eSports can be with your partnership!

5.2.1 Sponsorship Commitment Levels.

A. Legendary - $100,000 to $250,000+
   o Marketing & Exposure at this level may include the items listed for the levels below and a prominent branded sign on the eSports Arena wall behind the club/varisty team stations as well as in the Shoutcasting Booth (i.e. Arizona eSports Arena sponsored by Successful Vendor name/logo), first right of refusal to sponsor/participate in one eSports program/activity in the arena each semester at no additional cost, name/logo on eSports Arena staff uniforms, etc. If a Successful Vendor provides a sponsorship commitment that exceeds $250,000, they may negotiate the opportunity to have their name/logo on the exterior signage of the eSports Arena.
   o Headlining Involvement in the development and launch of an eSports Arena app to track scores and achievements of all eSports Arena customers. This app will drive business and exposure of the eSports Arena and the Successful Vendor through gamification of the retail space.
   o Purchase of a mobile gaming truck to be used at campus-wide events and/or rented for private events in the community. The mobile gaming truck will grow
awareness and accessibility of eSports throughout the city of Tucson and Southern Arizona.

o Monthly Reporting including the following: attendance information, sales data, social media snapshot, and P&L statement.

### B. Exotic - $50,000 to $99,999

- Marketing & Exposure at this level may include the items listed for the levels below and an annual Student Unions Premium Marketing Package (with both digital and print monthly ads on marketing channels such as the Daily Wildcat campus newspaper and website, 24” x 72” standing totem displays, and 24” x 36” posters in SUMC). In addition, the Successful Vendors at this level will receive marketing content designed specifically for your company from the Student Unions’ Fast Design team and one marketing survey on a company selected and Unions’ approved topic.
- Purchase of mobile gaming stations with company logo that can be rented out for gaming parties and used at charitable events (i.e. partnership with Diamond Children’s Medical Center and the Steele Children’s Research Center).
- Monthly Reporting including the following: attendance information, sales data, social media snapshot, and P&L statement.

### C. Epic - $25,000 to $49,999

- Marketing & Exposure at this level may include the items listed for the levels below and the use of one standard column ad on all Student Unions table toppers (approximately 400 placed on tables in the SUMC Food Court, Sabor, Cactus Grill and the Park Student Union Food Court) each month.
- Purchase of charging stations with company logo positioned throughout SUMC food court and lounge/seating areas.
- Monthly Reporting including the following: attendance information, sales data, social media snapshot, and P&L statement.

### D. Rare - $10,000 to $24,999

- Marketing & Exposure at this level may include the items listed for the level below and the use of digital advertising space on the Student Unions website with direct link to the Successful Vendor’s website. In addition, Successful Vendors at this level will receive social media tagging in anything involving the eSports Arena on platforms like Facebook, Twitter, Instagram, and Snapchat, and the ability to run approved promotions/ads within the eSports Arena on various screens and monitors.
- Purchase of digital totems with company logo to be displayed in various Student Unions locations.
- Monthly Reporting including the following: attendance information, sales data, social media snapshot, and P&L statement.

### E. Common - $5,000 to $9,999

- Marketing & Exposure at this level includes the Successful Vendor’s name/logo on the product provided in the category awarded. For example, if Company A is the Successful Vendor for provision of Monitors in the Peripherals category, Company A’s name/logo will be displayed on the Monitors. In addition, Successful Vendors at this level will have their logo included on printed marketing materials for the eSports Arena (i.e. co-branded coupons, programming advertisements, flyers, and posters).
5.3 **Physical Space Construction Category.** Vendors interested in submitting a proposal for this category are expected to provide thoughtful and engaging design mock-ups for a dynamic space that illustrates the unique experience they intend to create for patrons of the eSports Arena. Construction plans and a cost estimate should be included with the design and approved by the University prior to construction. Architectural drawings prepared and sealed by an architect licensed by the Arizona State Board of Technical Registration may be required from the Successful Vendor in this category once an award is made and preliminary drawings are approved. All construction shall be performed by a contractor licensed in the State of Arizona. See Attachment B for the eSports Arena floor plans.

5.3.1 **Minimum Requirements.** This category includes Desks, Chairs, and Lounge/Viewing space as follows:

5.3.1.1 **Desks** should be have the minimum dimensions of L: 45", W: 24", H: 25" to 28". Desks should have a thin, but sturdy edge of 1" to 3".

We anticipate approximately 50 stations in the eSports Arena for general student play with an additional 12 stations reserved for the eSports Club/eSports Varsity Team play.

Special consideration will be given to designs in which all desks are adjustable height or meet requirements for universal accessibility.

5.3.1.2 **Chairs** should be “racing” style and designed specifically for use by gamers. Special consideration will be given to chairs that meet requirements for universal accessibility.

5.3.1.3 **Networking** should be LAN with all computers connected to the internet and each other via Ethernet at CAT 5e or 6 cabling.

5.3.1.4 **Lounge/Viewing Space** should be incorporated in all designs in order to accommodate eSports game viewing by fans and create an environment that encourages and welcomes students to visit and engage in the space. The Lounge/Viewing Space should include an area for console games to be played/viewed as well. Both Lounge/Viewing and console spaces should be wheelchair accessible.

5.4 **eSports Arena Naming Category.** Vendors interested in submitting a proposal for this category are expected to provide a Legendary Sponsorship Commitment at minimum. If more than one Vendor submits a proposal for this category, the Vendor with the highest Legendary Sponsorship amount will be awarded the Successful Vendor. The Successful Vendor will be consulted to determine preferred eSports Arena naming options to be considered by the University, but the University reserves the right to select the final name of the eSports Arena.

5.4.1 **Evaluation of this Category will be primarily financial.** Evaluation criteria item numbers 2 and 3 in Section 3.9.8 are not applicable to the evaluation of this category. Proposals for this category will be evaluated on evaluation criteria item numbers 1, 4, and 5 in Section 3.9.8.

5.5 **Computers Category.** Vendors interested in submitting a proposal for this category are expected to propose a complete PC system prebuilt by their respective company. Complete PC systems should be desktop only and should include the minimum requirements noted below.

5.5.1 **Minimum Requirements.** All prebuilt, complete PC systems should include all components as specified below. Proposals for individual components will not be considered since a complete PC system is required.
5.5.1.1 **Core Processing Unit (CPU)** should be one of the following: i9, i7, or i5 with 4-18 cores, 3.6 ghz to 4.5 ghz, with overlocking necessary on the i9 but optional on i7 and i5; or Ryzen with 6-16 cores, 3.5 ghz to 4.5 ghz with overlocking.

5.5.1.2 **Random Access Memory (RAM)** must be 16GB (2x8GB or 4x4GB) of DDR4-3000 or higher.

5.5.1.3 **Graphics Processing Unit (GPU)** should be NVIDIA GeForce series with 8GB or 11GB of VRAM. Should also include the appropriate Chipset (i.e. NVIDIA GTX 1080ti, GTX 1080, GTX 1070ti, and GTX 1070).

5.5.1.4 **Motherboard** should be a reliable component that is comparable to all other parts chosen for the PC. Key areas of focus are if the motherboard type fits the case size, RAM, CPU Chipset, and size of GPU.

5.5.1.5 **Power Supply** should be compatible with all other parts and should supply enough power for the complete system. A power supply of 850w or higher, rated 80+ Gold or higher is preferred.

5.5.1.6 **Storage** as SSD with 500GB to 2TB is preferred, but HDD with 1TB to 2 TB at 7200rpm or higher is acceptable. Interested vendors may combine SSD and HDD to provide more storage.

5.5.1.7 **Case** should be able to house all components properly with enough cooling, and should be also be appropriate for the desk space/size noted in Section 5.3.1.1.

5.5.1.8 **Cooling Fans** should be 120mm or 140mm. CPU should be a prebuilt, closed liquid cooling loop that provides cooling with radiator.

5.5.1.9 **Network Interface Card (NIC)** must be 1Gbps capable or higher.

5.6 **Peripherals Category.** There are five products included in this category. Interested Vendors may submit a proposal for more than one product in this category, but should submit separate proposals for each product desired. For example, If Company A wants to bid on Keyboards, Mice, and Mousepads, Company A will submit three separate proposals, one for each product. Vendors may include a variety of product offerings in their proposals for their selected category, but are asked to provide no more than 3 options. Vendors are asked to rank products based on which they recommend and why. (i.e. of the 3 proposed mice options, model a is ranked highest and is recommended because…).

5.6.1 **Monitor**

5.6.1.1 **Minimum Requirements.** All proposed monitors must have a 1920x1080 resolution in a 24” display, a 144hz refresh rate, and a 1ms response time. Special consideration will be given to monitors with monitor arms to allow for more flexibility in height, angle, proximity to user, etc.

5.6.2 **Keyboard**

5.6.2.1 **Minimum Requirements.** All proposed keyboards should be mechanical keyboards with Cherry MX Red or Blue switches or equivalent.

5.6.3 **Headset**

5.6.3.1 **Minimum Requirements.** All proposed headsets should be over-ear headsets with microphone, preferably USB with 5.1 surround sound capability or better. Special consideration will be given to companies who can provide adaptable headsets to meet various mobility needs (i.e. wireless headsets).
5.6.4 Mouse

5.6.4.1 Minimum Requirements. All proposed mice should be optical or laser with DPI Control 400 or lower to 1600 or higher and wired. Mice should have left click, right click, scroll, and two side buttons.

5.6.5 Mousepads

5.6.5.1 Minimum Requirements. All proposed mousepads should be cloth with braided edges for durability. Hard mousepads will not be accepted. Minimum dimensions are approximately 17” x 15” x 0.2”.

5.7 Games and Consoles Category. Vendors interested in submitting a proposal for this category should be able to offer the University full-access to a variety of eSports games via an online platform and/or a variety of consoles and games for play in the eSports arena. The Successful Vendors will have the opportunity to have their eSports games pre-loaded with full-access granted to all patrons, and all consoles/console games will be fully accessible to patrons. The University may award more than one Successful Vendor in this category to maximize game options/availability to all students.

5.8 Furnish and Install. The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendors shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendors. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

5.8.1 Damage. In the event that any equipment is damaged because of improvements, additions or alterations installed by the Successful Vendors or in the event repairs and/or replacements are required by reason of the act, misuse or neglect of the Successful Vendors, its employees, agents, guests, licensees, or contractors, the Successful Vendors agree to make such repairs and/or replacements promptly and properly at Vendor’s sole cost and expense. The Successful Vendors will also have full responsibility for cost to repair damage to the University’s premises which result from negligence or accidents by the Vendor or its employees.

5.9 Maintenance and Operations.

5.9.1 Deliveries. All deliveries to the eSports Arena should be coordinated and scheduled with University personnel and be delivered directly to the Games Room unless otherwise specified.

5.9.1.1 Parking and Access Permits. All Vendor vehicles on campus will be required to purchase and display approved vendor parking permits as required by University Parking and Transportation Services. All Vendor vehicles shall be removed from campus promptly after deliveries are made.

5.9.2 Removal and Replacement. The University reserves the right to require the removal and replacement of any machines and/or equipment that the University deems not to meet its standards or the standards agreed to at the time of award.

5.9.3 Refresh and Upgrades. The University expects a plan for the regular refresh and upgrade of all machines and/or equipment provided to ensure the eSports Arena remains current and up to date per gaming industry standards and consistently provides a quality gaming experience (i.e. a stable and high frame rate of at least 144 fps with
graphics settings set to the maximum most games will allow at a resolution of 1920x1080).

5.9.4 Cleaning. The Vendor will maintain all equipment in a clean and sanitary condition upon delivery, install, and maintenance/replacement. Vendor will be responsible for cleaning under machines, top of machines and behind machines after each visit.

5.9.5 Customer Service. The University expects excellent customer service on a consistent basis. Vendors should detail their customer service plan for the University, including what the University can expect regarding response time to inquiries and requests.

5.10 Accountability.

5.10.1 Unless otherwise agreed in writing, the accounting period is defined as the last day of each month. The University’s fiscal year begins on July 1 and ends on June 30. The Vendor agrees to pay all taxes, licenses, and other expenses, if any.

5.10.2 If annual sponsorship payments are not received by the University on the due dates prescribed herein, the unpaid commissions will accrue interest at the lesser of two and one-half percent (2.5%) per month or the highest contractual interest rate allowed by the State of Arizona. All such amounts will be calculated monthly and will be due and owing in the same manner and at the same time as the commission payments.

5.10.2.1 For each year of this agreement, the annual sponsorship payment is due on an annual basis at the beginning of each fiscal year (July 1) or on a bi-annual basis at the beginning of each semester (July 1 and January 1).

5.10.3 The Vendor is required to maintain accurate and complete records as necessary for the proper operation of this contract. These records must be available for audit inspection by the University at any reasonable time. The University has the right, at vendor’s expense, to request that commission and/or transaction statements for any contract year be provided within 30 days of request by the University, and be examined in accordance with generally accepted auditing standards by an independent certified public accountant. The scope of this examination should be such that an auditor’s opinion would be issued. The University may exercise this right no more than once per contract year.

5.10.4 The University will have the right to review the vendor’s internal controls and accounting procedures relative to the vendor’s operation at the University.

5.11 Exclusivity. Exclusivity is limited to the category and product for which the Vendor is awarded as the Successful Vendor. For example, in the Peripherals category Companies A, B, and C could have submitted a proposal for keyboards and a proposal for mice. If Company A was awarded as the Successful Vendor for keyboards, Company A only has exclusivity for keyboards in the new eSports Arena per this RFP.

5.11.1 There will be no exclusivity granted for the Games Category. The University reserves the right to award multiple vendors in this category and retains the right to purchase additional games developed by other vendors when brought to market.

5.12 Subcontracts. The Successful Vendors will not subcontract the performance of any part of the contract without obtaining the prior written approval for each subcontractor from the University, which approval the University may refuse at its discretion and without recourse to the Vendor. If a subcontract is approved, the Vendor (contractor) will be responsible for any subcontractor activities the same as if the contractor were directly furnishing the service. All other terms of this agreement remain the same.
5.13 **Contract Changeover.** Following contract award, if Vendor is changed during the contract period, a period of thirty (30) days will be used to make an orderly transition to the new Vendor. This transition period will begin thirty (30) days prior to the expiration of the contract agreement.

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

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

5.16 **Proposal Response (required).** The Vendor’s proposal response should include the following information in the order specified. If the vendor fails to provide any of the information requested, the University may, at its sole option, ask the vendor to provide the missing information or evaluate the proposal response without the missing information.

   F. **Financial.** Vendor must identify their sponsorship level commitment and note whether payments will be made annually on July 1 or bi-annually on July 1 and January 1 of each year.

   G. **Product Quality.** Vendor must demonstrate high quality product offerings, including all product specifications and details.

   H. **Plan for Product Maintenance, Repairs, Replacement & Upgrade.** Vendor must include a comprehensive plan for product maintenance, repairs, replacement and upgrades as required by the gaming industry and requested in the RFP.

   I. **Student Engagement & Programming Support.** Vendor should explain what and how they will support Student Engagement and Programming.

   J. **Vendor Qualification.** Vendor must specifically address their qualifications and experience in providing the level of service required to fulfill the terms of their proposal. In addition, Vendor must:
      - Present evidence that the firm or its officers have been profitably engaged for at least the past three (3) years in providing the services and products as listed in the RFP at locations of similar customer volume.
      - Include at least five (5) business references from comparable institutions or locations for similar products and services specified in this RFP, including the names and telephone numbers of the contact persons.
      - Detail a timeline for installation of any/all equipment in order that the impact on University operations is minimized.

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

5.17 **Specifications: Brand Name or Acceptable Alternate.** (Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications.
Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalogs cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University’s inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

5.18 **Accessibility**

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

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

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

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

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

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

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

Do you offer an early payment discount? Yes _____ No _____
If yes, what is your offer? _____ % if paid within _____ days after the University receives a proper, accurate and uncontested Invoice for Payment.

If payment via credit card is accepted and an early payment discount is offered, would the University receive the discount if paying by credit card? Yes _____ No _____
6.0 CERTIFICATIONS AND FORMS (Vendor to complete and return with proposal)

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

6.2 **Legal Workers Certification** (Required for all Contracts for: Services; Construction or Maintenance of Structure, Building or Transportation Facility; or Improvements to Real Property costing $100K and over)
6.1. Certification of Proposal (vendor to complete and return with proposal)

**Explanation.** This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying provisions contained herein.

**Action.** Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposals #L131906 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that ____________________________ (Vendor Name), located at ______________________________________________________________________ (address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety-(90) calendar days as of the Due Date for responses to the RFP.

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

- [ ] There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.
- [ ] The names of any and all public officers or employees of the University of Arizona who have, or who’s relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

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

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

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

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

Name: ________________________________ Title: ____________________________

Signature: ____________________________ Date: ________ Email: __________

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

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

Date: _____________________

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

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

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

________________________________  ________________________________  
(Firm)       (Address)

________________________________  ________________________________  
(Signature Required)       (Phone)

________________________________  ________________________________  
(Print Name)       (Fax)

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

(November 3, 2009)
A HUB FOR ARIZONA’S GAMERS

The University of Arizona eSports Arena
WHO WE ARE
THE UNIVERSITY OF ARIZONA

The University of Arizona is a public institution that was founded in 1885. It has a total undergraduate enrollment of 35,123, its setting is city, and the campus size is 392 acres. One of the largest public institutions in its state, the University of Arizona in Tucson offers students a wide range of activities and academic opportunities, including three levels of intramural sports and more than 50 fraternities and sororities, among many other student organizations.

The Arizona Wildcats NCAA Division I teams compete in the Pac-12 Conference. As a research institution, both undergraduate and graduate students get involved in research projects at UA. Freshmen are not required to live on campus, although they make up about 80 percent of the residential campus community.

https://www.arizona.edu/about
QUICK STATS
THE UNIVERSITY OF ARIZONA

• **44,831** total enrolled students
  • **35,123** undergraduate; **8,160** graduate; **1,602** First Professional
  • **48%** male, **52%** female
  • **20%** live on campus

• **15,623** employees

• **3,942** International students
  • 119 countries represented

• **600** student clubs with **20,000+** registered members as well as **52** fraternities and sororities

• ZonaZoo was named the NCSSA Student Section of the Year

• Business Insiders top 20 list of colleges with the most school spirit

*Based on Fall 2017 census*
http://factbook.arizona.edu/2017-18/at_a_glance
ARIZONA’S GAMING HUB

THE GAMES ROOM

The University of Arizona embraces and thrives in inclusivity. **The Games Room** is the main hub for Arizona’s gaming community to gather and grow, where all types of gamers of all skill levels can unplug from classes and connect with each other through friendly competition.
QUICK STATS
THE GAMES ROOM

• 18,000+ patrons per academic year
• 8 student employees

Digital gaming equipment:
• 10 gaming PCs
• Consoles: Xbox One + adaptive controllers, PS4, Wii U, Nintendo Switch

Traditional gaming equipment:
• 5 pool tables, 3 ping pong tables, air hockey, foosball, darts
• Various card games and board games

Multiple events held every year including eSports viewing parties with over 340+ attendees in 2017
OUR GOAL

To become Arizona’s gaming epicenter. We want to foster the growth of the esports community holistically through the use of programming and education.
AND WE’LL DO THAT BY...

• Providing a safe space for casual gamers to learn about esports.

• Providing programming targeted at women in gaming, LGBTQ gamers, gamers with disabilities, and mental health and gaming.

• Providing health and nutrition-based programming to encourage a balanced approach to gaming.
SAMPLE PROGRAMMING

Mobile game stations at the University’s biggest events! Including:

- Party at the Park – 1,000 attendees
- RHA Block Party – 3,000 attendees
- Bash at the Rec – 6,000 attendees
- Admitted Student Day – 7,000 attendees
- Finals Survival Week – 9,100 participants*

*semi-annually, numbers reflect Fall 2017
SAMPLE PROGRAMMING
Programming that focus on inclusivity, health and wellness.

1st Wednesdays
Women in Gaming

3rd Wednesdays
Mental Health in Gaming

4th Wednesdays
+10 Health Workshops
SAMPLE PROGRAMMING
Weekly programming like contests, viewing parties and streaming!
SAMPLE PROGRAMMING
Monthly programming like developer weekends
OUR VISION

As the central gaming location on campus, we must grow and transform to meet the needs of our community.

We will utilize a holistic approach to gaming through use of diversity & inclusion and health & wellness programming to provide a safe space for gamers to engage.

We will serve as a portal of learning for a new generation of gamers, both casual and competitive.
OUR VISION
What the games room could look like.
AND WE CAN’T DO IT ALONE

It’s dangerous to go alone!

That’s why we need your help in launching this unique, history-making space at the University of Arizona.

Join us in growing and strengthening the gaming community.
COMMON SPONSORSHIP
$5,000 - $9,999

• Marketing and Exposure
  • Name/logo on the product provided in category awarded
  • Printed marketing materials for the space includes their logo:
    • Coupons
    • Programming advertisements
    • Flyers
    • Posters
RARE SPONSORSHIP
$10,000 - $24,999

• Everything from the common sponsorship level
• Marketing and Exposure
  • Digital advertising space on the website with direct link to vendor’s website
  • Social media tagging in anything involving the arena
    • Facebook
    • Twitter
    • Instagram
    • Snapchat
    • YouTube
• Can run approved promotions/ads within the eSports Arena on various screens and monitors
• Logoed digital totems to be displayed in Student Unions locations
• Monthly Reporting
EPIC SPONSORSHIP
$25,000 - $49,999

• Everything from common and rare sponsorship levels
• Marketing and Exposure
  • Standard column ad on all Student Unions table toppers (400 across campus) each month
  • Logoed charging stations
EXOTIC SPONSORSHIP

$50,000 - $99,999

• Everything from common, rare, and epic sponsorship levels
• Marketing and Exposure
  • Premium Marketing Package
    • Monthly advertising in the Daily Wildcat and on the Daily Wildcat website
    • Totems
    • Posters
    • Marketing content designed specifically for your company
    • One marketing survey on company requested topic
• Mobile gaming stations with company logo
  • Can be rented out for parties
  • Charitable events, i.e. Children’s Hospital
LEGENDARY SPONSORSHIP

$100,000 - $250,000+

• The whole shebang!
• Marketing & Exposure
  • Prominent branded sign on eSports arena wall behind club/varisty team stations and in the shoutcasting booth
  • First right of refusal to sponsor/participate in one eSports program/activity in the arena each semester at no additional cost
• Headlining involvement in development and launch of eSports arena app
  • Track scores and achievements of customers
  • Drive business and exposure through gamification of the retail space
• Mobile gaming truck
  • To be used at campus-wide events
  • Can be rented for events
  • For exposure across the city of Tucson
• Monthly Reporting
MONTHLY REPORTING WILL INCLUDE:

- Attendance & demographic information
- Brand impressions
- Sales
- Hours of play
- Attendee break down (Students vs. Non-Students)
- Equipment Use (PCs vs. Consoles)
- Event information (Booking department/guest count/etc.)
- Peak hours of operation
- Social media snapshot
- P&L statement
THANK YOU

Lila Sorenson, lilas@email.Arizona.edu – 520.626.3538