



Procurement and Contracting Services

**Request for Proposals for a massage/therapy concept
to be located within the Campus Recreation Center**

**Please mark all proposal submission
envelopes with the following information**

Sealed RFP #L061123 Due on February 15, 2011 at 2:00 PM, MST

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For

REQUEST FOR PROPOSAL NO. L061123

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PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSAL, RFP #L061123

1.0 STATEMENT OF WORK

- 1.1 SUMMARY.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona (University), is soliciting proposals from interested vendors to provide a massage/therapy concept to be located at Campus Recreation.
- 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. The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution in Arizona, may access an Agreement resulting from this solicitation issued and administered by the University of Arizona.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

- 2.1 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.
- 2.2 UNIVERSITY DEMOGRAPHICS.** The University is one of the top 20 research universities in the nation, with a student enrollment of nearly 37,000, a faculty and staff of over 14,400, and a 378-acre campus. The University is the largest employer in Pima County and the fourth largest in Arizona. A 1997 financial study estimated that the University's financial impact on the state is about \$2.1 billion. In fiscal year 2002-2003, the University's revenues totaled \$1.1 billion and expenditures totaled \$1 billion.

The University, a public, Land-Grant, research institution, has a three-fold mission of teaching, research and public service and is dedicated to preparing students for an increasingly diverse and technological world and to improving the quality of life for the people of Arizona and the nation. The University provides distinguished undergraduate, graduate and professional education; excels in basic and applied research, and creative achievement; and integrates these activities and achievements of regional, national and international significance into everyday life.

The University provides top quality educational programs and support services to attract an excellent and diverse student body. As a highly ranked research institution, the University carries out, in selected areas, significant scholarly and creative research and integrates the new knowledge into the educational experience. The University's educational, research and public service programs are linked to local, state, national and international needs in a spirit of collaboration. The University offers 131 undergraduate programs, 138 master's, 95 doctoral, three professional and five specialist programs in 17 colleges and 12 schools.

For any additional information about the University, please visit the University's Internet web page at: www.arizona.edu.

2.3 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.

01-24-11	Issuance of RFP
02-02-11	Pre-Proposal Meeting-Mandatory
02-02-11	Pre-Proposal Site Visit-Mandatory
02-03-11	Technical Questions/Inquiries due by 12:00 PM, MST
02-15-11	RFP Closes at 2:00 PM, MST

2.4 PRE-PROPOSAL CONFERENCE: 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 or nonattendance should be made to Tom Fiebiger C.P.M. at telephone # 520-621-5933, facsimile # 520-621-5179, e-mail address: fiEbiger@u.arizona.edu

Date: February 2, 2011
Time: 10:00 A.M. MST
Place: The University of Arizona
Campus Recreation Building
North Conference Room

The University will not accept a proposal from any vendor who did not have a representative attend the mandatory pre-proposal conference. Please allow ample time to arrive early as finding parking may be difficult on campus.

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.

2.5 PRE-PROPOSAL SITE VISIT: A **mandatory** pre-proposal site visit will be held 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 if the vendor does 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 or nonattendance should be made to: Tom Fiebiger C.P.M. at telephone # 520-621-5933, facsimile # 520-621-5179, e-mail address fiEbiger@u.arizona.edu

Date: February 2nd, 2011
Time: Following meeting noted above
Place: The University of Arizona
Campus Recreation Building

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

- 2.6 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 Tom Fiebiger at telephone # 520-621-5933, facsimile # 520-621-5179, e-mail address fiebiger@email.arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

2.7 PROPOSAL PREPARATION INSTRUCTIONS

- 2.7.1 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.

- 2.7.2 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.

- 2.7.3 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.

- 2.7.4 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](#) (e-mail and facsimile are also acceptable), [ONLY](#) to Tom Fiebiger C.P.M. 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 \(see 2.7.1 above\)](#):

For U.S. Mail:

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
Tucson, Arizona 85721
Attn: Tom Fiebiger C.P.M.

For FedEx, DHL, UPS and other methods of next day delivery:

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Tom Fiebiger C.P.M.

Telephone No. 520-621-5933
Facsimile No. 520-621-5179
E-Mail Address: fiebiger@email.arizona.edu

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

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

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

- Questions concerning this RFP must be submitted in writing (e-mail preferred), and be received **no later than February 3rd, 2011 at 12:00 p.m. 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 (e-mail preferred), and be received **no later than February 3rd, 2011 at 12:00 p.m. MST**.
- Inquiries about technical interpretations must be submitted in writing (e-mail and facsimile are also acceptable), and be received **no later than February 3rd, 2011 at 12:00 p.m. 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 must cease.

- 2.7.5 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 three (3) University business days of February 3rd, 2011

All addenda will be posted to our web site only:

http://pacs.arizona.edu/RFP-BID_Opportunities
(Note underscore after BID)

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

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after February 3rd, 2011 at 12:00 p.m. MST.

- 2.7.6 Pricing and/or Revenue Proposal.** Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. 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.

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 closing 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 closing 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.

- 2.7.7 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

(Note underscore after BID)

- **Vendors who want the revisions supplied to them in another way must notify Tom Fiebiger C.P.M. 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 contract resulting therefrom. The University shall reject vendors' responses to addenda if such responses are received after the RFP closing date and time.

- 2.7.8 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.**
- 2.7.9 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.
- 2.7.10 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.** Vendors shall 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
- 2.7.11 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.
- 2.7.12 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.
- 2.7.13 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, word processor or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.
- 2.7.14 Proposal Bond: Not Applicable**
- 2.7.15 Performance and / or Payment Bonds: Not Applicable**

2.7.16 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.

2.8 PROPOSAL SUBMISSION AND SUBSEQUENT OPENING

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, Arizona 85701, no later than February 15th, 2011 at 2:00 p.m. MST.**

For U.S. Mail:

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
Tucson, Arizona 85721
Attn: Tom Fiebiger C.P.M.

For FedEx, DHL, UPS and other methods of next day delivery:

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Tom Fiebiger C.P.M.

The University **shall not accept proposals received by facsimile or by e-mail.** The University shall, at the specified opening 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 closing 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.

Procurement and Contracting Services reserves the right to delay the opening if an insufficient number of proposals have been received to ensure competition.

2.8.1 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.

2.8.2 Faxes and E-Mails Not Accepted. The University shall not accept proposals received by fax or e-mail.

2.8.3 Number of Proposal Copies to be Furnished. Vendors are to submit **one (1) original, marked "Original" and three (3) copies, marked "copy" in hardcopy form, along with a copy in electronic form, on a CD or a 3.5" floppy disc, in either Microsoft Word or as an Adobe PDF file.**

2.8.4 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.

2.8.5 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 # L061123

Due date and time: February 15th, 2011 at 2:00 p.m. MST.

Attention: Tom Fiebiger C.P.M.

2.8.6 Withdrawal of RFP. Vendors may withdraw their proposals any time prior to the RFP closing date. Vendors may request to withdraw their proposals after the RFP closing 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.

2.8.7 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 clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary, that 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.** 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.

2.9 EVALUATION PROCESS AND AWARD

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

- 2.9.2 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 opening 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.
- 2.9.3 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.
- 2.9.4 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.
- 2.9.5 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
- 2.9.6 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 was 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.
- 2.9.7 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.
- 2.9.8 Method of Award.** The evaluation of each response to this RFP will be based on its overall competence, compliance, format, and organization. The award shall be made to the 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.

Evaluation Criteria

- **Financial:** (50% value) The proposal that returns the greatest financial return to the University.
 - 1. A commission percentage (%) payable to the Department of Campus Recreation (see section 5.2).
 - 2. A required, separate annual payment to the Department of Campus Recreation to support student development (see section 5.2).
- **B. Quality of Massage Therapy Concept:** (30% value)
 - 1. Service quality, variety, and pricing.
- **C. Management and Operational Plan:** (10% value)
 - 1. (see section 5.14)
- **D. Marketing Plan:** (5% value)

A complete description of promotional and marketing activities. This may include media packages, premiums, and other forms of advertising. (see section 5.14)
- **E. Vendor Qualification:** (5% value)
 - 1. Vendor must specifically address their qualifications (i.e licenses, training) and experience in providing the level of service required to fulfill the terms of their proposal, and address customer satisfaction and consumer preferences. (see section 5.14).

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the University and the selected proposer or when the University rejects all proposals.

The contract will consist of the following, in the order of precedence: Award Letter or signed Agreement between the parties, as stated in that Agreement; Purchase Order; University's RFP, with any and all revisions; Proposal.

2.9.9 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 vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

2.9.10 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.

2.9.11 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

2.9.12 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 the following website: http://pacs.web.arizona.edu/RFP-BID_results (Note underscore after BID)

2.9.13 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.

2.9.14 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. 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.**

3.0 DEFINITIONS

3.1 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.

3.2 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.

3.3 Due Date and Time. This is the point in time that all proposals must be received and be date/time stamped by 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, Arizona 85701. Proposals received after this date and time will not be opened or considered for award.

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

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

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

3.7 Opening Date and Time. Same as Due Date and Time.

- 3.8 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.
- 3.9 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.
- 3.10 Provider.** Same as Vendor.
- 3.11 Request for Proposal (RFP).** A competitive negotiation process. 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.
- 3.12 Respondent.** Same as Vendor.
- 3.13 Response.** Same as Proposal.
- 3.14 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.
- 3.15 Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.
- 3.16 Supplier.** Same as Vendor.
- 3.17 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona, and the other institutions named in Section 1.2 of this RFP document.
- 3.18 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.
- 3.19 Vendor's Proposal.** Same as Proposal.
- 3.20 Vendor's Response.** Same as Proposal.

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 provision contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Request for Proposal; 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.** The Successful Vendor shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.
- 4.4 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 an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to 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).
- 4.5 Conflict of Interest.** 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 Inspection and Audit.** 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.

- 4.10 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.
- 4.11 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.12 Non-Discrimination.** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination, and Immigration.
- 4.13 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.
- 4.14 Sexual 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.
- 4.15 Small Business 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 Business in the performance of the Agreement.
- 4.16 Smoking Policy.** All facilities of Arizona are smoke free. Smoking is not permitted inside University buildings or within 25 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.
- 4.17 Confidentiality.** The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

- 4.18 Administrative Remedies.** The Arizona Board of Regents has promulgated Administrative 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 the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees 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 loss of or damage to any property or for injuries to or death of any person, 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, Workmen's Compensation insurance to cover requirements imposed by Federal and State statutes having jurisdiction of its 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 (Consultants, Lawyers, Architects and Engineers Agreements).** Not Applicable
- 4.26 Additional Insurance Requirements (Medical Services Agreement).** Not Applicable
- 4.27 Intellectual Property Rights.** It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposal 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 protectible 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.
- 4.28 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.
- 4.29 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.
- 4.30 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
- 4.31 Performance and / or Payment Bonds: Not Applicable**
- 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 (520-626-7275) located at 1117 E. 6th Street.
- 4.33 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.

- 4.34 Price Adjustment.** 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.
- 4.35 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.
- 4.36 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.
- 4.37 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.
- 4.38 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.
- 4.39 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.
- 4.40 Termination**
- 4.40.1 Convenience.** The University reserves the right to terminate the Agreement in whole or in part at anytime 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.

- 4.40.2 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.
- 4.40.3 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.
- 4.40.4 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.
- 4.40.5 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.
- 4.40.6 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.

4.40.7 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.

4.41 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.

4.42 SUDAN OR IRAN SCRUTINIZED BUSINESS: Pursuant to A.R.S. #35-391.06(A) and 35-393.06(B), Vendor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in A.R.S #35-391(15) and 35-393(12) respectively.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The University of Arizona invites proposals from interested and qualified vendors to furnish the University of Arizona Department of Campus Recreation with a Massage/Therapy concept to be located within the Student Recreation Center.

The University desires a full service contract under which the vendor provides a high quality message therapy service at competitive pricing within the Student Recreation Center.

5.1 Term of Agreement. The initial term will be for a period of one (1) year from date of award, with option to renew for up to four (4) additional one (1) year periods upon mutual agreement of both parties.

5.2 Payment-Mandatory. Vendor must propose to the University a **percentage of its adjusted gross sales** (less applicable State and local sales tax), a monthly minimum sales guarantee, and a student development sponsorship payment as defined herein:

5.2.1 The percentage of adjusted gross sales (less applicable State and local sales tax) paid to the University monthly, and due by the 15th of the following month.

5.2.1.1 In addition to the percentage of adjusted gross sales guarantee, the Vendor must indicate an **annual minimum guarantee payment** (divided into twelve equal payments, and due by the 15th of the following month). Should the percentage of adjusted gross sales in any 12-month period be less than the annual minimum guarantee payment, Vendor shall pay the difference within 30 days upon receipt of invoice from the University.

5.2.2 Vendor shall also provide an annual financial commitment to co-sponsor and promote student development within the Department of Campus Recreation such as leadership development, campus activities, service initiatives, cultural events, or recreational activities. The allocation of this payment will be left to the discretion of the Department of Campus Recreation administration. The Vendor will be listed as a “Sponsor” of each student event, service and/or program that commitment is used to support.

5.3 Premises. The Premise is defined as the retail space designated to offer a quality-service massage therapy concept in the Student Recreation Center. The premise is one of three retail locations, consists of approximately 200 square feet, and is currently vacant. The other retail Vendors in the area include Wildcat Threads (apparel), and Fuel (healthy food & drink choices).

5.3.1 Vendor shall use and occupy the Premises only for the purpose of operating a massage therapy service facility, including without limitation, the right to provide message therapy, as defined in this RFP within the Department of Campus Recreation.

5.4 Right to Sell. The vendor will have the right to provide and sell message therapy services, as defined in this RFP within the Student Recreation Center. If the vendor wants to sell other related services or product they must submit these services or products for approval to the University. The vendor is not permitted to sell services or product for which another vendor has been granted the exclusive right for that area.

5.4.1 Wildcat Threads (apparel and healthy lifestyle based products), and Fuel (healthy food and drink choices) have current contracts and operate in the Student Recreation Center. The approved message therapy vendor will be the only vendor who will be allowed to sell massage therapy services in the Student Recreation Center.

5.5 Bursar Account. The vendor must accept the University's computerized payment plans, and all future debit plans, and the University Department charge plans.

5.5.1 The vendor is required to accept payment via the University's Bursar account, accessed through the University's official ID system, the Catcard.

5.5.1.1 Costs associated with the operation of the Bursar account will be borne by the Vendor. These costs include, but not limited to: purchase of AT 3000 card readers, maintenance costs associated with the readers, cost of the installation and maintenance of data lines, and 2.5% transaction fees on sales transacted via the Bursar account.

5.5.1.2 The Department of Campus Recreation Business Office will provide vendor reimbursement from transactions associated with the Campus Bursar account system on a monthly basis.

5.5.2 It is the sole responsibility of the vendor to verify each CatCard transaction to ensure that the individual using the CatCard is the owner of the card. Unauthorized use of a CatCard will be refunded to the owner of the card and charged to the vendor. In the event of a Bursar account malfunction, it will be the vendor's option whether or not they accept the card for purchase. Any and all losses resulting from acceptance of the CatCard will be the sole responsibility of the vendor.

5.5.3 The vendor can chose to have Bursar account payments made through the Department of Campus Recreation staff via the department Bursar account card reader as opposed to the purchase of their own AT 3000 card reader and accompanying costs as listed in **section 5.5.2**. The vendor will still be charged a 2.5% transaction fee on sales transacted via the Bursar account.

5.5.3.1 The Department of Campus Recreation Business Office will provide vendor reimbursement from all transactions made through the Campus Bursar account system on a monthly basis.

5.6 Maintenance, Operations & Equipment. The vendor will be responsible for any and all costs associated to install their equipment and completion of retail spaces (where applicable). Any costs for future modifications to specified location, required by law, will be borne by Vendor. Upon termination of the agreement the vendor will be required to restore the location to a condition equal to the condition prior to the beginning of the contract period. Minimum requirements for the maintenance and operations are as follows:

5.6.1 Alterations. The vendor is responsible for all costs associated with the alteration, renovation and/or remodeling of the assigned retail location. A preliminary design plan for renovation, cosmetic and structural, must be submitted for review with the proposal response. Final designs will be submitted to the University for approval.

5.6.1.1 The vendor space currently has heat, ventilation, hot and cold water, counter, outlet, telephone and Internet access.

5.6.1.2 The vendor is required to assume financial responsibility for all costs (included but not limited to design review fees, on site inspection fees provided by the University and any required utility meters) connecting to and extending the utilities to suit their needs.

5.6.1.3 The vendor must provide complete design plans to the University. Some remodeling may require stamped architectural drawings from an Arizona licensed architect. Any and all costs associated with the remodeling or altering the facility to meet the business needs of the vendor shall be the responsibility of the vendor.

5.6.1.4 Any renovation or remodeling changes to the retail location shall become the property of the University at the end of the contract or in the event of contract forfeiture. Any equipment that is permanently attached to the building shall become property of the University at the end of the contract or in the event of contract forfeiture. Preliminary attached equipment is defined but not limited to: a hand sink and attached counter.

5.6.1.5 In the event that any portion of the Premise shall be damaged because of improvements, additions or alterations installed by vendor or in the event repairs and/or replacements are required by reason of the act, misuse or neglect of the vendor, its employees, agents, guests, licensees, or contractors, vendor agrees to make such repairs and/or replacements promptly and properly at vendor's sole cost and expense

5.6.2 Maintenance. The Department of Campus Recreation will provide maintenance to all Real Property Installed Equipment. Real Property Installed Equipment (RPIE) is any non-mobile equipment that is a physical part of the facility, i.e., HVAC equipment and ductwork, fire safety devices and equipment, lighting fixtures, etc.

5.6.2.1 Routine maintenance (i.e. changing light bulbs, painting, replacing ceiling tiles, etc.) is the sole responsibility of the vendor. The vendor is also responsible to schedule and coordinate with the Department of Campus Recreation to deter setting off fire alarms while performing any type of routine maintenance. Failure to adhere to this may result in vendor becoming responsible for any expenses (minimum \$500), which may occur due to the evacuation of the Campus Recreation Center.

5.6.2.3 The vendor may also request the Department of Campus Recreation take care of routine maintenance via the Department of Campus Recreation Operations Supervisor. Any requests deemed as routine will be charged on a time and material basis after receiving confirmation (a signature on the Work Order request) from the vendor's designated managerial personnel that they will be billed and agree to pay for such routine maintenance request.

5.6.2.4 The Department of Campus Recreation reserves the right to inspect any Real Property Installed Equipment at any time.

5.6.3 Cleaning. The vendor will maintain all equipment and infrastructure in a clean and sanitary condition. Vendor will also be required to remove any and all trash that pertains to the normal operation of the designated massage therapy location. Vendor is responsible for: janitorial/cleaning/laundrying and non-real property equipment maintenance for the exclusive use space, all costs associated with pest control, and removal of all trash and garbage.

5.6.3.1 The vendor will be responsible for janitorial/cleaning /laundrying and non-real property equipment maintenance for the exclusive use space. Department of Campus Recreation will provide housekeeping and janitorial services to the common area. Periodically, as part of the vendor's established cleaning program, or upon request, equipment will be moved by the vendor and the floor and walls thoroughly cleaned. Adequate receptacles for refuse in the common area will be provided by the

Department of Campus Recreation and marked in such a fashion as to solicit cooperation in the placement of refuse therein.

5.6.3.2 The Department of Campus Recreation shall provide and coordinate the regular cleaning of all air filters, ductwork, and routine pest control services, at the Premises using Department of Campus Recreation approved vendors. All costs associated with these services will be billed directly to the vendor.

5.6.3.3 The vendor is responsible for all costs associated with the removal of trash and garbage, and participation in the department's recycling program.

5.6.4 Hours. The vendor shall propose a schedule in which they will provide regular hours of operation. The University will determine the operating hours with consideration given to the proposed schedule.

5.6.4.1 The vendor is required to be open the minimally acceptable operating hours (as stated in section 5.6.4). Any deviation from these hours will result in a \$100 per incident charge, which will be deducted from Bursar account payments.

5.6.4.2 If the vendor wishes to be open additional hours, they are encouraged to do so and must submit their request in writing to the Department of Campus Recreation. The Department may grant exceptions if it meets customer preferences. If vendor takes exception to this schedule, they must clearly state in their proposal why they would seek an exception from these hours. Vendors will develop their pro forma according to these mutually agreed upon operational hours.

5.6.5 Services & Pricing. Vendor shall have the right to provide services as listed and defined in this RFP. A designee of the University, to insure consistent pricing with campus operations, must approve changes to any services offered and all pricing and price changes in advance. Item pricing cannot exceed "street" pricing.

5.6.5.2 The vendor's price for all services will not exceed vendor's local street pricing or any of the vendor's national or local advertised pricing.

5.6.6 Storage. The University will not provide storage space for any equipment, product or supplies.

5.6.7 Staff. The employees of the vendor must wear identifying uniforms or a name badge at all times. Personnel relations of employees on the vendor's payroll will be the vendor's responsibility. The vendor will comply with all applicable government regulations related to the employment, licensing, compensation, and payroll of personnel. The vendor will provide the University a list of all employees. The University reserves the right to request that any employee be removed from the account at any time.

5.6.7.1 The vendor agrees to provide employment opportunities to the University of Arizona student population for this operation without regard to race, color, creed, sex, or national origin.

5.6.8 Monthly Meeting. The vendor is required to meet monthly with the Assistant Director of Business and Student Development for the Department of Campus Recreation.

5.6.9 Parking, Delivery and Access Permits. All vehicles on campus will be required to have approved vendor parking permits and display Parking and Transportation permits.

5.6.9.1 Vendor shall arrange for delivery and receipt of supplies through established Department of Campus Recreation loading dock facilities and during specified hours mutually agreed upon. Delivery and receipt of such supplies cannot take place in any public areas of the department. Vendor shall be responsible for any damages caused to Department of Campus Recreation Center facilities during the delivery and transport of supplies, including damages to walls, flooring, elevators and/or equipment.

5.6.9.2 Vehicles (including golf carts) used to transport personnel and supplies must be approved and permitted by Parking and Transportation.

5.6.9.3 Vehicles may not be stored at the loading docks during business hours and may be cited and towed if in violation.

5.6.10 University Access/Keys. The vendor must purchase CatCards (\$25) for any employee who will need access to any University facility outside of normal facility operating hours. The CatCard is used for keyless access and is necessary to check out keys (if needed) from the University's key shop.

5.6.10.1 Vendor will be issued one (1) set of keys to the Premises. Additional keys shall be provided at the expense of the vendor and only through the University's key shop.

5.6.10.2 Vendor has the option to check out one (1) set of keys to the Premises as opposed to being issued one (1) set of keys to the Premises. Vendor will check out keys when needed from the Equipment Check out desk at the Student Recreation Center. Vendor or designee will need to present a CatCard, government issued identification (i.e., driver license or passport) or be registered with the Department of Campus Recreation biometric system in order to check out keys.

5.6.10.3 The vendor must notify the University's Facility Management and the Department of Campus Recreation within 24 hours of the discovery of lost or stolen keys. The unauthorized duplication or use of a card/key to a public building is a punishable offense under the Arizona Revised Statutes, Section 13-3715, and that the contractor will be assessed a re-keying charge for a lost or stolen card/keys.

5.6.11 Standard Business Operations. The vendor is responsible for all aspects of their business operations including but not limited to: deliveries, storage, security, licensing, health permits, sanitation, and the extension of utilities from a common location.

5.6.11.1 The vendor is responsible for submitting any and all licenses and Health Department reports to the Department of Campus Recreation business office upon receipt by Vendor.

5.6.11.2 Supply delivery for the vendor will only be allowed through the appropriate loading areas within the Department of Campus Recreation at mutually agreed times. Vendor has access to a common delivery corridor and common restroom facilities.

5.6.11.3 The Department of Campus Recreation provides a card or biometric security system. The vendor is required to use one of these systems for entry to the building and other locations. The vendor is responsible for the cost of a University employee card for each employee who works on site if they chose to use the card security system. See section 5.6.10

5.6.11.4 The locker room located south of the vendor premises may be used for vendor's employees for changing uniforms. Day use lockers are available in the locker room on a first-come, first-serve basis. Vendor's employees can bring personal lock, rent a lock, or purchase a lock for locker use.

5.6.12 Utilities. The vendor shall be responsible for the cost of all utilities. Currently nothing is metered separately.

5.6.12.1 Any utility that cannot be metered will be charged based upon a square foot allocation set each year based upon Department of Campus Recreation utility charges.

5.6.12.2 All telephone costs shall be charged directly to the vendor.

5.6.12.3 Internet service at existing Premise jacks is provided by the University at no cost. Any new service will be at the vendor's expense and is provided by UITS.

5.6.13 Recycling. Recycling and issues relating to source reduction are important topics at the University. Reduction in carbon footprint and energy reduction are an important issue for the Department of Campus Recreation. The University requires that the vendor play a role in its recycling efforts. Vendor shall describe compliance with the desirable specifications, including:

5.6.13.1 An explanation of how vendor can contribute to the University's efforts to reduce, reuse and recycle.

5.6.13.2 An explanation of any established programs that the vendor uses to enhance source reduction both in its facilities and in purchasing products with reduced packaging.

5.6.14 Signage. All signage requests must be approved by the Department of Campus Recreation prior to installation and must conform to University of Arizona and Department of Campus Recreation policies.

5.6.15 UA Branding. Vendor may not use any University logo, trademark, brand or identity in any of its marketing materials, Website, signage, or for any other use without the written approval of the Director of Campus Recreation.

5.6.15.1 Vendor shall not advertise any representation on behalf of the University of Arizona, its Board of Regents, or any agency thereof.

5.6.16 Promotions.

5.6.16.1 The successful vendor is required to participate in Wildcat Welcome at the Department of Campus Recreation, an annual, 4 hour event (typically held the evening of the first or second day of class in the fall semester) that showcases all department offerings to incoming freshman. Vendor is responsible for operational and employee costs necessary to participate in demonstrating their service(s).

5.6.16.2 Vendor is required to place a University co-branded coupon to promote its service offering(s) to the campus through designated promotional media distributed to 38,000 students. Annual cost to participate is \$1,500. Vendor will work with the Department of Campus Recreation Marketing Specialist to coordinate offerings, design and layout of their coupon.

5.6.16.3 The vendor is required to submit promotional specials, current pricing, services provided, etc. for posting to the Department of Campus Recreation Website. It is the responsibility of the vendor to keep this information current. Change requests for the Website must be submitted at least two (2) weeks prior to their effective date.

5.6.17 Equipment. The existing location has the following equipment that is wholly owned by the University and shall be returned to the University in like condition at the conclusion and term of this agreement. Fixed equipment at Premise includes sink and counter.

5.6.17.1 The vendor will be responsible for the installation and removal of all the necessary equipment used to provide message therapy service.

5.6.17.2 Any changes or additions to bring in additional power, electricity, etc., at any current or future locations will be at the expense of the vendor and upon approval of the University.

5.6.17.3 The vendor will have full responsibility for the costs of any damage to or loss of equipment located at the institution. The vendor will also have full responsibility for cost to repair damage to the institution's premises that result from negligence or accidents by the vendor or his employees.

5.6.18 Inspections & Review.

5.6.18.1 Pre-occupancy Inspection. A physical pre-occupancy inspection and inventory of the retail space and equipment provided under this contract will be conducted prior to the vendor taking possession of the space. Any deficiencies will be noted and corrected by the Department of Campus

Recreation or accepted as is by both parties. Upon completion of this contract and all options, a post-occupancy inspection and inventory will occur. Any new deficiencies noted, are the responsibility of the vendor to correct back to the original condition identified during the pre-occupancy inspection.

5.6.18.2 Right to Inspect Locations. The University Representative will have the right to inspect any location and related equipment with the vendor at any time.

5.6.18.3 Review. In order to insure a mutually beneficial business relationship, the University expects to review its Message Therapy business routinely. Service and equipment changes and advances will also be reviewed. This process will allow both the University and the Vendor the opportunity to maintain the highest quality standards expected in this type of relationship.

5.7 Accountability.

5.7.1 The vendor will submit to the University representative within fifteen (15) days following the conclusion of each accounting period (last day of each month) a commission/sales report that includes the recap of total sales for the month, a breakdown of total sales, and a recap of sales by cash, Bursar account or other, accompanied by a check for the commissions earned. See **attachment 3** for an example of the required format.

5.7.2 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 term gross receipts is defined as the total amount received for each item before deducting all cost of sales, licenses, taxes of every kind and description, or overhead expense. The contractor agrees to pay all taxes, licenses, and other expenses, if any.

5.7.3 If monthly commission payments are not received by the University on the due dates prescribed above, the unpaid commissions will accrue interest at the lesser of two and one-half percent (2 and ½%) 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.

5.7.3.1 The University reserves the right to withhold Bursar Account revenue for any payments that are thirty (30) days past due.

5.7.3.2 For the first three years of this agreement (see section 5.2), the annual student development programs payment is due at the conclusion of each fiscal year (June 30). For any subsequent renewal years the annual student development payment is due at the beginning of that fiscal year (July 1) and is based on prior year's amount. Other student development payment terms may be considered upon mutual agreement.

5.7.4 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 the commission statements for the contract year 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.

5.7.5 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. This includes the ability to accompany route collections. Significant weaknesses will be rectified as soon as possible, but not later than thirty (30) days after the vendor receives written notice specifically describing the condition from the University.

5.8 Subcontractors. The vendor 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 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.

5.9 Contract Changeover. Following contract award, if supplier is changed during the contract period, a period of thirty (30) days will be used to make an orderly transition to the new contractor. This transition period will begin thirty (30) days prior to the expiration of the contract agreement.

5.10 Site Renewal. A detailed plan and rendering shall be provided for the Premise as part of this proposal. At the end of the first three (3) years the University will require an upgrade/renewal to the retail location. The renewal will be at the mutual discretion of the vendor and the University. Failure to reach an acceptable proposal shall cause for an end to this agreement.

5.11 Assignment and Subletting. Successful vendor (Tenant) shall not, without prior written consent of the Department of Campus Recreation (Landlord), assign or transfer its interests in whole or in part or sublet all or any part of the Premises. If vendor is a corporation, any transfer of this Lease by merger, consolidation, or liquidation shall constitute an assignment for the purpose of this Lease and shall require the written consent of Landlord. Consent is intended to insure consistency in operation and soundness of any new corporation and consent shall not be unreasonably withheld. Any consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. Each assignee or transferee shall assume and be deemed to have assumed this Lease and shall remain liable jointly and severally with Tenant for the payment of all fees and for the due performance of all the terms, covenants, conditions, and agreements herein contained on Tenant's part to be paid and performed for the term of this Lease. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a counterpart of such assignment and in instrument in recordable form which contains a covenant of assumption by the assignee. No assignment or subletting by Tenant with the consent of landlords shall relieve Tenant of its obligation hereunder unless Landlord expressly so agrees in writing.

5.12 Exclusivity. The University expects that other opportunities may be developed at other campus locations over the next several years. Establishing additional campus locations of similar message therapy services is not guaranteed to the successful vendor. **Unless proposals specifically address EXCLUSIVITY, none is assured.** Any proposal which calls for campus exclusivity will be expected to address the scope of that exclusivity, scope of services to be provided, and the total financial package (including, but not limited to up front cash payments) that will be guaranteed to the Department of Campus Recreation in exchange for said exclusivity.

5.12.1 In the event that one or more additional campus locations are developed that are appropriate for a message therapy concept, the Department of Campus Recreation reserves the right to expand the existing lease to allow for the additional locations. The selected vendor will be offered the right of refusal in negotiating for rights to new campus locations.

5.13 Awards. The RFP will be awarded based on the Evaluation criteria noted in Section 2.9.8, and on the total value of the Proposal.

5.14 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 without the missing information.

A. Financial. Vendor must provide a complete schedule of payments (as detailed in section 5.2), by fully completing **attachment 1**. Identify the annual minimum cash guarantee payment (divided into twelve equal monthly payments), the percentage of gross sales (after tax), and the annual student development payment.

B. Quality of Message therapy concept. Vendor must detail all proposed services offered including the price of each. Item pricing cannot exceed "street" pricing.

C. Management and Operational Plan.

a. Vendor should include an organization chart for the proposed staff. The plan should detail the level of management/staffing that will be on site during business hours.

b. 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.

c. Vendor must include artist renderings of Premise and a 1/4" scale drawing with attached equipment schedule, and design plans that detail the minimum requirement for assigned space, including preliminary sketches of interior and exterior preparations.

d. Vendor must also identify the financial commitment to the development of Premise; proposed hours of operation; variety of services; staff development and commitment to the employment of students.

e. Each proposal should include a detailed description of the operational plan being considered for the message therapy location. This plan should include a detailed list of services provided, hours of operation, profit and loss pro forma, a description of current and/or proposed campus marketing activities. Vendor should also address customer satisfaction and consumer preferences about their message therapy concept.

f. All proposals should include the names and locations of currently owned message therapy businesses. The Department of Campus Recreation reserves the right to make site inspections of any and all locations for the purpose of inspecting the facility and the sanitation standards of each unit. The Department of Campus Recreation reserves the right to require copies of all health inspection reports for each unit for the past three years.

D. Marketing Plan. Vendor must include a complete description of the promotional marketing activities the Department of Campus Recreation should "expect" from the message therapy vendor. The outline may include media packages, coupons, premiums, and other forms of advertising, and are separate from any annual payments to the University (see section 5.2).

E. Vendor Qualifications. Vendor must specifically address their qualifications (including licensing) and experience in providing the level of service required to fulfill the terms of their proposal, and address customer satisfaction and consumer preferences. In addition vendor must:

a. present evidence that the firm or its officers have been profitably engaged for at least the past three (3) years in providing message therapy services as listed in the RFP at locations of similar customer value.

b. include at least three (3) business references from comparable locations for similar products or services specified in this RFP, including the names and telephone numbers of the contact persons.

5.15 Detailed Pricing: See section 5.6.5. and detail your customer pricing structure for review.

5.16 Method of Payment & Discount for Early Payment

The University's preferred method of payment is via credit card. The University would issue a Purchase Order and upon receipt of goods or services, pay subsequent invoices by credit card.

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

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

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

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

6.0 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 Proposal # L061123, issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that

(Vendor's 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 Proposal (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: (please 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 whose 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 (**please 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.

The Undersigned further certifies that your business (**please 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
☐ Small Disadvantaged Veteran Owned ☐ AZ. Small
☐ 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 Proposal.

Name: _____ Title: _____

Signature: _____ Date: _____ E-Mail: _____

Telephone #: _____ Facsimile #: _____ F.E.I.N: _____

7.0 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (Vendor to complete and return with proposal)

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

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203.12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, **by signing its offer (RFP #L061123)**, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$ 1 00,000 shall certify and disclose accordingly
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 3 1, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$ 10,000, and not more than \$100,000, for each such failure.

(NAME OF FIRM)

(STREET ADDRESS)

(SIGNATURE)

(MAILING ADDRESS)

(TYPED OR PRINTED NAME)

(CITY, STATE, ZIP)

(DATE)

LEGAL WORKER CERTIFICATION

(Date)

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

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

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor 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 and employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor who works on 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)

(Purchasing 09-26-2008.)