

THE UNIVERSITY OF ARIZONA®
REQUEST FOR BID
THIS IS NOT AN ORDER



PAGE 1

DATE
 10/08/07

BID NUMBER
S050812

BID DUE DATE **11/02/07** BID DUE TIME **2:00 PM/MST** TYPE **SB**
 PURCHASING CONTACT **EDWARD D. NASSER** REQ. NO. **R050812** VENDOR NO.

BIDDER MUST RETURN TWO COMPLETE COPIES OF BID RESPONSE AND ALL SUPPORTING DOCUMENTATION.

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UNIVERSITY OF ARIZONA
 PROCUREMENT & CONTRACTING SVCS
 BUILDING 300A
 220 W. 6TH STREET
 TUCSON, ARIZONA 85701
 (520)621-1747

Invitations to bid for furnishing the supplies, equipment or services described below will be received by the University of Arizona's Purchasing Department. TO RECEIVE CONSIDERATION FOR AWARD, THE BID MUST BE SUBMITTED ON THIS FORM, SIGNED IN FULL IN INK, AND RECEIVED IN UNIVERSITY'S PURCHASING DEPARTMENT TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. TELEPHONE BIDS WILL NOT BE ACCEPTED. Prices will be based on units specified. Bidders will enter the delivery date or time (ARO) for each item contained herein. The University reserves the right to accept or to reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as best interest of the University may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	DELIVERY DATE
001	2	EA	**** SEALED BID **** BID RESPONSE TO BE DELIVERED OR MAILED SEALED. BID RESPONSE SENT BY FAX WILL NOT BE ACCEPTED. FOR THE SERVICES SPECIFIED BELOW, VENDOR MUST BE DULY LICENSED TO THE EXTENT REQUIRED BY ANY FEDERAL, STATE, COUNTY, OR LOCAL REGULATORY AGENCY. THE UNIVERSITY OF ARIZONA REQUESTS BIDS FOR THE RE-ROOFING OF BUILDINGS 2007 AND 2008 PER THE FOLLOWING SPECIFICATIONS: - REMOVE ROOF TO ROOF DECKING, REMOVE DEBRIS FROM PREMISES - INSTALL ONE-PLY 3- POUND BASE SHEET UNDERLAYMENT - ALL UNDERLAYMENT AND SHINGLES TO BE			
OUT-OF-STATE VENDORS: IF APPLICABLE AZ STATE TAX #				SALES TAX	PERCENT	AMOUNT
				TOTAL	CONTINUED	

TO THE PURCHASING DEPARTMENT, UNIVERSITY OF ARIZONA:

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS OFFER IS ACCEPTED WITHIN 60 CALENDAR DAYS FROM THE BID OPEN DATE, SPECIFIED ABOVE, TO FURNISH ANY OR ALL ITEMS UPON WHICH PRICES ARE OFFERED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT(S), WITHIN THE TIME SPECIFIED.

Date 10/08/07 Phone (520) 621-1747
 If awarded any of above, P.O. should be made out to:
☐ same as above or

Firm name PRINT OR TYPE

Street address

City, state and zip

ALL VENDORS: Does your business meet the Federal (SBA) Small Business definition (FAR 19.001) and size standards (FAR 19.102)? () NO () YES
 If "YES", yours is a small business, what is your type of ownership?
 () Disadvantaged (Minority) Business () SBA Certified Disadvantaged
 () HUBZone (Minority) Business
 () Women-Owned Business () Neither
 ARIZONA VENDORS: Does your business meet the Arizona Small Business definition? () NO () YES (Definition: Fewer than 100 employees or less than \$4,000,000 in gross annual receipts and with company headquarters located in Arizona)

PAYMENT TERMS

FOB University of Arizona

Signed by INVALID - IF NOT SIGNED

THE UNIVERSITY OF ARIZONA®

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BID NUMBER

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BID CONTINUATION

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	DELIVERY DATE
002			NAILED, NO STAPLES USED - SEAL ALL PIPES, VENTS, PROTRUSIONS - OVER UNDERLAYMENT SHOULD BE 25 YR WARRANTY TAMKO RED FIBERGLASS SHINGLES OR EQUIVALENT. - NEW WHITE SEAMLESS ALUMINUM GUTTERS ARE TO BE INSTALLED IN PLACE OF EXISTING GUTTERS AND FED INTO EXISTING DRAINS. - RESPONSES ARE TO INCLUDE A COST PER LINEAR FOOT TO REPLACE FASCIA WHERE NECESSARY. - APPROXIMATE SQUARE FOOTAGE FOR BLDG 2007 IS 8800 AND BLDG 2008 IS 5400 - VENDOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE HORSE BARN AND VICINITY.			
003						
004						
005	1	JOB	PROVIDE OPTIONS FOR USING LIGHTWEIGHT CONCRETE SLATE TILE IN PLACE OF FIBER- GLASS SHINGLES.			
006	1	JOB	PROVIDE OPTIONAL PRICING TO USE METAL- WORKS BY TEMCO IN PLACE OF FIBERGLASS SHINGLES.			
007			. A PRE-BID MEETING WILL BE HELD ON FRIDAY OCTOBER 26, 2007 AT 1:00 PM MST AT THE CAMPUS AG CENTER, 4101 . CAMPBELL AVE. INTERESTED VENDORS ARE TO MEET AT THE TWO SILOS AT THE DEAD END OF THE ROGER ROAD ENTRANCE TO THE FARM. THE CONTRACTOR SHALL SUBMIT INSURANCE CERTIFICATES TO THE PURCHASING DEPART- MENT BEFORE A PURCHASE ORDER WILL BE ISSUED. "PUBLIC LIABILITY AND VEHICLE LIABILITY INSURANCE" SHALL COVER ALL THE CONTRACTOR'S ACTIVITIES TAKING PLACE ON UNIVERSITY PROPERTY DURING THE LIFE OF THE CONTRACT. INSURANCE AND AMOUNT APPROVED BY THE UNIVERSITY. *			
OUT-OF-STATE VENDORS: IF APPLICABLE AZ STATE TAX #				SALES TAX	PERCENT	AMOUNT
				TOTAL		

TERMS AND CONDITIONS

The following terms and conditions of The University of Arizona ("University") are binding on this document, whether identified as Request For Bid ("RFB"), Request For Proposal ("RFP"), or Purchase Order ("PO").

- 1. CHANGES:** No alteration in any of the PO terms, conditions, delivery, price, quality, or specifications will be effective without written consent of the University's Purchasing Department.
- 2. REJECTIONS:** All goods or materials purchased on this PO are subject to approval by the University. Any rejection of goods or material resulting because of non-conformity to the terms, conditions and specifications, whether held by University or returned, will be at the Vendor's risk and expense.
- 3. WARRANTIES:** Vendor warrants articles purchased on this PO conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed; except if stated in a Special Condition, the material must then fit that particular purpose.
- 4. LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials purchased on this PO are free and clear of all liens, claims or encumbrances of any kind.
- 5. QUALITY STANDARDS:** Specific brands, when named herein, include the standard of quality, performance, or use desired. RFB response on Vendor's equal may be considered provided Vendor specifies brands, model, and necessary descriptive literature. In the event University elects to purchase a brand purported to be an equal by the Vendor, the acceptance of such item will be conditioned on University's inspection and testing after receipt. If, in the sole judgment of the University, the item is determined not to be an equal, the item shall be returned at Vendor's expense and the PO terminated.
- 6. QUANTITY:** The University reserves the right to increase or decrease the quantity of listed items, or may purchase all or any part of the listed items, as may be determined by the University.
- 7. SOLICITATION OBJECTIONS:** Any Vendor objections to RFB/RFP specifications must be made in writing to the University's Purchasing Department prior to the date and time scheduled to receive the RFB/RFP or said objections will be waived.
- 8. PRICE:** In the event of an increase, decrease, or error in calculation, the unit price shall prevail.
- 9. TERMINATION:** In the event of breach by Vendor of any of the provisions of the PO, the University reserves the right to cancel and terminate the PO forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by University resulting from Vendor breach of contract.
- 10. SHIPPING INFORMATION:** Unless otherwise specified, all goods purchased by University must be shipped freight prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route by cheapest common carrier, and to bill University as a separate item on the invoice for such charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It must also be agreed that University reserves the right to refuse COD shipments.
- 11. TITLE:** Title to the materials and/or supplies purchased by University shall pass directly from Vendor (seller) to the University at the FOB point shown subject to the right of the University to reject upon inspection.
- 12. DELIVERY:** For any exception to the PO delivery date as specified, Vendor shall give prior notification and obtain approval for such exception from the University's Purchasing Department. With respect to delivery, time is of the essence and the PO is subject to termination for failure to deliver on time. The acceptance by University of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
- 13. PAYMENTS AND ASSIGNMENTS:** All PO payments to Vendor shall be remitted by mail. University shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provision of monies due under this PO shall only be assigned with prior written consent of the University.
- 14. TAXES:** The University is exempt from Federal Excise Tax, Certificate of Registry Number is A-184524. The University will be responsible for all Use Tax under License Number 10-080310-J. SHOW SALES TAX WHEN APPLICABLE. IF NOT SHOWN AS A SEPARATE ITEM, IT WILL BE ASSUMED TO BE INCLUDED IN THE UNIT PRICE.
- 15. INDEMNIFICATION/HOLD HARMLESS:** Vendor (Contractor) shall indemnify and save harmless the State of Arizona, 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 by the State 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 Contractor, 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 or Contractor and/or its subcontractors or claims under similar such laws and obligations. Contractor's obligation under this section 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 copyright violation claims made against any and all intellectual property supplied by Contractor and third party infringement.
- 16. IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this PO shall contain the applicable PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the content therein. Invoices will not be processed for payment until all items invoiced are received and accepted by University.
- 17. INFRINGEMENTS:** Vendor agrees to protect and save harmless the University against all claims for patent, trademark, copyright, or franchising infringement arising from the purchase, installation, or use of material specified in this PO, and to assume all expense and damage arising from such claims.
- 18. DISCOUNTS AND PAYMENT PERIODS:** In the event the University is entitled to a cash discount, the period of computation for said discount or for other specified payment periods shall commence on the date of receipt of the merchandise or service or receipt of a corrected completed invoice, whichever is later. If an adjustment in payment is necessary, due to damage or other fault of the Vendor (seller), the cash discount or payment period shall commence on the date final approval for payment is authorized by the University (buyer). The cash discount or payment period stated on the PO shall apply and govern regardless of cash discount or payment terms, or the lack thereof, on any invoice submitted by the Vendor (seller).
- 19. CONFLICT OF INTEREST:** This PO shall be subject to the terms of A.R.S. #38-511 and may be canceled by the Governor in accordance with the terms of said statute.
- 20. NON-DISCRIMINATION:** The parties shall comply with all applicable State and Federal statutes and regulations governing equal employment opportunity, non-discrimination and immigration.
- 21. INSPECTION AND AUDIT:** Vendor agrees to keep all books, accounts, reports files and other records relating to this Agreement for five (5) years after completion or termination of the Agreement. In addition, the Vendor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. #35-214.
- 22. ADMINISTRATIVE REMEDIES:** The Arizona Board of Regents has promulgated administrative remedies for alleged breaches or disputes arising under this PO. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 23.** If this Order is pursuant to a Federal Grant, the applicable OMB Circular Regulations are incorporated into and form a part of the Terms & Conditions of this order.
If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated, into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of Section 2 and any other provisions of this order, the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Procurement Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "seller" and the term "Government" and "Contracting Officer" shall mean "University of Arizona" and the "Director of Purchasing", respectively.

SECTION 2. GOVERNMENT SUBCONTRACT PROVISIONS

A. The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of the Subcontract:

FAR 52.225-13 Restrictions on Certain Foreign Purchases
FAR 52.222-1 Notice to the Government of Labor Disputes
FAR 52.247-63 Preference for US Flag, Air Carriers (international travel only)
FAR 52.222-41 Service Contract Act of 1965
FAR 52.227-1 Authorization and Consent
FAR 52.247-64 Preference for Privately Owned US Flag Commercial Vessels
FAR 52.249-2 Termination for Convenience - Fixed Price

B. The following provisions of FAR apply if the amount of the Subcontract exceeds \$10,000:

FAR 52.215-14 Integrity of Unit Prices
FAR 52.222-26 Equal Employment Opportunity
FAR 52.222-36 Affirmative Action for Handicapped Workers (\$25,000)
FAR 52.222-35 Vietnam Era Veterans (\$25,000)
FAR 52.222-37 Employment Reports on Special Disabled Veterans and Veterans Non-Profit Institutions (\$25,000)
FAR 52.222-20 Walsh-Healey Contracts Act

C. The following provisions of FAR apply if the amount of the Subcontract exceeds \$100,000:

FAR 52.203-7 Anti-Kickback Procedures (except subparagraph c-11)
FAR 52.222-4 Contract Work Hours and Safety Standards Act
FAR 52.203-6 Restrictions on Subcontract Sales to the Government
FAR 52.215-2 Audit Negotiation
FAR 52.219-8 Utilization of Small Business Concerns
FAR 52.227-2 Notice and Assistance Regarding Patent & Copyright Infringement
FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
FAR 52.223-2 Clean Air and Water (applicable to awards issued under prime contracts solicited and issued before February 25, 2000)
FAR 52.249-9 (a)-(f) Terminate for Convenience \$100,000

D. The following provisions of FAR apply if the amount of the Subcontract exceeds \$500,000:

FAR 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
FAR 52.215-12 Subcontractor Cost or Pricing Data (\$550,000)
FAR 52.215-13 Subcontractor Cost or Pricing Data - Modifications (\$550,000)

E. The following provisions of FAR apply whenever noted:

FAR 52.227-10 Filing of Patent Applications--Classified Subject Matter
FAR 52.223-3 Hazardous Material Identification and Material Safety Data
FAR 52.227-11,12 Patents Rights Clauses
FAR 52.204-2 Security Requirements (when Subcontract involves access to classified information)
FAR 52.227-7013 Rights in Technical Data and Computer Software (DOD only)
FAR 52.227-7018 Restrictive Markings on Technical Data (DOD only)
FAR 52.203-7001 Special Prohibition on Equipment (DOD only, if subcontract over \$100,000)
FAR 52.227-7037 Validation of Restrictive Markings on Technical Data (DOD only)
FAR 52.244-6 Subcontracts for Commercial Items

F.

DFAR Clauses
DFAR (1) 252.227-7034 Patents-Subcontracts
DFAR (2) 252.227-7039 Patents-Reporting of Subject Inventions

The University reserves all administrative, contractual, and legal remedies against the contractor or vendor who breaches any of the applicable FAR and/or OMB provisions referenced above.

1.0 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: Supplemental Agreement; Request for Bid; Bid.

1.1 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.

1.2 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.

1.3 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.

1.4 Certification.

By signature on the "Bid Certification" form included herein, the Vendor certifies that the submission of the bid 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 bid. 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 RFB. 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 bid and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the bid 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).

1.5 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.

1.6 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.

1.7 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.

1.8 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 RFB. 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.

1.9 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.

1.10 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.

1.11 Modifications.

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

1.12 Non-Discrimination.

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

1.13 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.

1.14 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.

1.15 Small Business Program.

The University is committed to its Small Business Program and to the development of Small Business, Women Owned Business and Small Disadvantaged Business (SB, WO & SDB) suppliers. If subcontracting is necessary, the Successful Vendor will make every effort to use SB, WO & SDB in the performance of the Agreement.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 Furnish and Install.

The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor.

Delivery of equipment will be coordinated so that items or system will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

1.23 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.

1.24 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 TWO MILLION DOLLARS (\$2,000,000) 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.

1.25 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.

1.26 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.

1.27 No Replacement of Defective Tender.

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

1.28 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

1.29 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 located at the University Services Building.

1.30 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.

1.31 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 RFB; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

1.32 Referencing of Orders.

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFB 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.

1.33 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.

1.34 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.

1.35 Right of Inspection.

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

1.36 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.

1.37 Specifications: Brand Name or Acceptable Alternate.

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

1.38 Termination

1.38.1 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.

1.38.2 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.

1.38.3 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.

1.38.4 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.

1.38.5 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.

1.38.6 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.

1.38.7 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.

1.38.8 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.

1.39 Title and Risk of Loss.

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

1.40 Warranties.

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

1.41 Payment and Performance Bonds

The Successful Vendor shall provide and pay for performance and payment bonds. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising thereunder, in such form as is contained in this RFB. The Successful Vendor shall deliver the required bonds to the University prior to the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.

Certification of Bid

Explanation. This certification attests to the vendor's awareness and agreement to the content of this RFB 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 bid is submitted in response to Request For Bid # **S050803** issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that

(Vendor Name)

agrees to be bound by the content of this Bid and agrees to comply with the terms, conditions and provisions of the referenced Request For Bid (RFB) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFB. The Bid shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the RFB.

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

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

☐ 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 Bid are identified by name as part of this submittal.

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

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Request For Bid are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Date: _____

Signature of Authorized Officer

F.E.I.N.: _____

Printed Name

RFB #: S050803

Closing Date: 08/23/07

Closing Time: 2:00 PM/MST