

THE UNIVERSITY OF ARIZONA®

Procurement and Contracting Services

Request for Proposals for a bagel restaurant operator at Park Student Union

Please mark all proposal submission
envelopes with the following information

Sealed RFP # L060912 Due on February 3rd, 2009 at 3:30 P.M. MST



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For

REQUEST FOR PROPOSAL NO. L060912

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THE UNIVERSITY OF ARIZONA®

PROCUREMENT AND CONTRACTING SERVICES

REQUEST FOR PROPOSAL, RFP # L060912

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 for a bagel restaurant operator at Park Student Union (PSU) that can also wholesale bagels to other Student Union Dining Services locations.
- 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.

11-07-08	Issuance of RFP
01-20-09	Pre-Proposal Conference (Mandatory)
01-20-09	Vendors Site Visit to University (Mandatory)
01-21-09	Technical Questions/Inquiries due by 12:00 PM, MST
02-03-09	RFP Closes at 3:30 PM, MST
10-14-09	Commence Service

2.4 PRE-PROPOSAL CONFERENCE. A **mandatory** pre-proposal conference will be held for vendors who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP. Notification of attendance should be made to Tom Fiebiger C.P.M. at telephone # 520-621-5933, facsimile # 520-621-6602, e-mail address: [fiebigers@u.arizona.edu](mailto:fiebiger@u.arizona.edu)

Date:	January 20, 2009
Time:	1:00 P.M. MST
Place:	The University of Arizona Memorial Student Union Mesa Room

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

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

2.5 PRE-PROPOSAL SITE VISIT. A **mandatory** pre-proposal site visit will be held on January 20th, 2009 immediately following the meeting noted above. Site visits are required 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 should be made to: Tom Fiebiger C.P.M. at telephone # 520-621-5933, facsimile # 520-621-6602, e-mail address fiebiger@u.arizona.edu

Date: January 20, 2009
Time: Immediately following meeting noted above
Place: We will proceed from the Memorial Student Union to Park Student Union (PSU) for a site review.

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 # 520-621-6602, e-mail address fiebiger@u.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. 520-621-6602
E-Mail Address: fiebiger@u.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 and facsimile are also acceptable), and be received **no later than January 21st, 2009 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 and facsimile are also acceptable), and be received **no later than January 21st, 2009 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 January 21st, 2009 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 following January 21st, 2009.

All addenda will be posted to our web site only:

<http://pacs.arizona.edu/purch/vendor/vendorrfp.htm>

- ***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 January 21st, 2009 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/purch/vendor/vendorrfp.htm>

- **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)** A proper proposal security (a certified or cashier's check, or a surety bond utilizing the form contained in this RFP) in an amount equal to five percent (5%) of the total proposal price (base plus all options) must accompany each proposal when submitted.
- 2.7.15 Performance and / or Payment Bonds.** The Successful Vendor shall provide and pay for performance and/or 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 RFP. 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.

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 3rd, 2009 at 3:30 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 four (4) 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 # L060912

Due date and time: February 3rd, 2009 at 3:30 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

- Greatest Financial Benefit to the University 40%
- Quality of Product 30%
- Ability to Provide Service 20%
- Clear and Complete Response to Section 10%

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/purch/vendor/bidresults.htm>.
- 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.
- 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 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.
- 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 ONE MILLION DOLLARS (\$1,000,000) each occurrence. (Over \$50,000 need \$2,000,000)
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. (Over \$50,000 need \$2,000,000)

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). In addition to the minimum insurance coverage and endorsement requirements stated in the paragraphs above, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing:

- Professional Liability/Errors and Omissions insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

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 as stated within this paragraph and the above paragraphs are in full force and effect.

4.26 Additional Insurance Requirements (Medical Services Agreement). In addition to the minimum insurance coverage and endorsement requirements stated in the paragraphs above, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing:

- Professional Liability/Medical Malpractice insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

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 as stated within this paragraph and the above paragraphs are in full force and effect.

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. The Successful Vendor shall provide and pay for performance and/or 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 the University may prescribe and with approved sureties. The Successful Vendor shall deliver the required bonds to the University not later than 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.

- 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 Academic Semester and the beginning of another. Price change requests shall be in writing, submitted at least thirty (30) days prior to the end of the current Semester, 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.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

Dining Service's goals are to meet the following objectives:

- Increase traffic and menu variety at PSU by selecting a recognized bagel producer.
- Provide fresh baked bagels for all dining service outlets.
- Promote an image of cooperative partnership between Dining Services and the successful vendor.

5.1 The term of this agreement is for five (5) years beginning October 14, 2009 with options to renew for four (4) additional one year periods, and one (1) partial year ending May 17, 2019.

5.2 Dining Services as part of this agreement will require the proposer to make all necessary improvements to the retail space provided on the 1st floor of PSU ([Appendix 1](#)) the facility currently contains some fixtures. The floors, walls, and ceiling are finished. Basic utility services are available including, hot and cold water, sewer, heat, air conditioning and electricity. All power and utility connections are provided in an as is condition and all improvements will be made at the expense of the proposer. The proposer shall be responsible for all costs associated with the renovation of the facilities. **All plans for renovation, cosmetic and structural, must be submitted to the University for review by the Department of Facilities Design and Construction.**

5.3 All work will be supervised by the Universities Facility Management and Construction Department.

5.4 All fixed equipment installed in the retail space shall become property of the University at the end of this agreement. Fixed equipment includes all fixtures, counters, gates, sinks, HVAC, and equipment that is hard plumbed, hardwired, or bolted to the University's building. Signs are not included as fixed equipment.

5.5 The proposer shall submit signage concepts for interior of PSU. All signage requests will be approved by the Union and the University Sign Committee prior to installation.

5.6 The proposer shall be responsible for it's own parking requirements.

- 5.7** The proposer shall be responsible for securing all necessary licenses and permits to operate on The University of Arizona campus.
- 5.8** The proposer is expected to comply with all State, County, and City health and safety standards.
- 5.9** The proposer shall be responsible for all aspects of their business operations including: deliveries, storage, security, and sanitation.
- 5.10** The proposer shall submit a sample menu to be used in the retail outlet including prices and selections. All prices are subject to approval by the Dining Services Director. All prices shall be consistent with existing like food service items offered by Dining Services. At no time may the proposer's prices undercut prices offered by Student Union Dining Services.
- 5.11** The proposer shall be required to participate and abide in the existing campus beverage contract held by Coca Cola..
- 5.12** The proposer shall be required to deliver fresh baked bagels to Memorial Student Union by 6:00 Am Monday through Friday.
- 5.13** The proposer shall hire and maintain suitable employees that are properly trained, presented in an acceptable appearance, with appropriate habits for working on University premises. Employees shall be subject to dismissal for conduct considered undesirable by the University.
- 5.14** The successful vendor shall be required to attend monthly meetings with Union management to discuss issues and upcoming campus events.
- 5.15** The successful vendor shall be required to participate in the Taste of the Union. This event is an open house featuring free food samples representing each on campus food concept for all incoming residence hall students on the Saturday before the first day of class of the Fall semester.
- 5.16** The proposer shall be required to participate in the Union's computerized student meal plan (All Aboard). Any and all discounts offered by this program shall be honored by the successful vendor. Costs associated with the operation of the All Aboard (debit card) will be borne by the proposer. The costs will include, but not limited to: purchase of Point of Sale (POS) machines, data lines, PCI Compliance issues, maintenance costs associated with the POS, and a transaction fee of 2.5% of net meal plan sales.
- 5.17** The University shall reimburse the successful vendor on weekly basis for revenues earned on the Campus Meal Plan program. Any rent, garbage fees, or other outstanding bills more than 30 days old may be deducted from the meal plan reimbursement.
- 5.18** All proposals shall include the names and locations of currently owned restaurants. The Union reserves the right to make site inspections of any and all locations for the purpose of inspecting the quality of the menu selections and sanitation standards of each unit. The Union also reserves the right to request copies of all health inspections reports for each unit for the past three years.
- 5.19** Hours of operation for the PSU Store shall be as indicated in Appendix II. Changes to the operating schedule must be approved by the Director of Dining Services. The same schedule shall be required during future years with adjustments made to suit the Universities operating schedule. The proposer shall be prohibited from operating the retail space during scheduled days when the building is closed unless otherwise approved by the Union.
- 5.20** Common areas adjacent to the Bagel shop will be available to the Tenant for Tenant's customers. Changes to any common area space shall require the approval of the Union. Tenant will be responsible for maintaining common areas during business hours and the Union will be responsible for regular after hour's custodial chores.

5.21 Successful Vendor will be expected to cooperate with the Arizona Student Union's recycling program. The Union strives to reduce the use of disposables wherever possible.

5.22 The Student Union shall provide all necessary utilities (except garbage removal) as part of this agreement. The tenant shall pay the Student Union \$100.00 per month for garbage removal. The Tenant shall make every effort to conserve electricity, water, and natural gas as part of its operational standards.

5.23 The proposer shall supply a monthly sales report indicating sales for the preceding calendar month with sales broken out on a daily basis. Daily revenue shall show both cash/credit card revenue and meal plan sales (see Appendix III).

5.24 The proposer shall outline a guaranteed minimum base rent plus a percentage of sales. Rent must be outlined for the life of the contract (see Appendix IV).

5.25 Vendor to provide five (5) customer references, from comparable institutions for similar products or services specified in this RFP, including the names and telephone numbers of the contact persons.

5.26 For the purpose of evaluating product quality (section 2.9.8) a panel comprised of students and Dining Services staff will consider bagels from the vendor(s) selected as finalist(s) for the following qualities:

- 1) Taste
- 2) Smell
- 3) Appearance
- 4) Texture

Vendor(s) contacted will submit 1/2 dozen 4 ounce bagels of the following varieties:

Plain - Sun Dried Tomato -Cinnamon Raisin - Blueberry – Everything

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 #L060912)**, 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)

8.0 PROPOSAL BOND (Vendor to complete and return with proposal)(Not Applicable)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and
_____ as Surety, are hereby
held and firmly bound unto the Arizona Board of Regents for and on behalf of The University of Arizona as
Owner in the penal sum of _____
_____ for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed, this _____ day of _____, 200__.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a
certain Proposal, attached hereto and hereby made a part hereof to enter into a contract in writing, for RFP
_____, Project No. _____, _____ (insert project title).

NOW THEREFORE,

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

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

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

SEAL:

Principal (signature)

SEAL:

Surety (signature)

9.0 ARIZONA BOARD OF REGENTS PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 200__, to construct and complete a certain work described as _____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 200__.

Seal Principal

By _____

Print Name _____

Surety Seal
By _____

Print Name _____

Address _____

Telephone # _____

10.0 ARIZONA BOARD OF REGENTS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 200____, to construct and complete a certain work described
as _____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

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

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

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

Witness our hands this _____ day of _____, 200____.

Principal _____ Seal
By _____

Print Name _____

Surety _____ Seal
By _____

Print Name _____

Address _____

Telephone # _____