



Contracts, Purchasing,
and Risk Management

**REQUEST FOR PROPOSAL
NUMBER P20AM002**

FOR

TEMPORARY EMPLOYMENT SERVICES

DUE DATE AND TIME

NOVEMBER 26, 2019 AT 2:00 P.M., ARIZONA, LOCAL TIME

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PROPOSAL ACKNOWLEDGEMENT RECEIPT

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|  Contracts, Purchasing, and Risk Management | Proposal Acknowledgement Receipt |
| CONTRACTS, PURCHASING, AND RISK MANAGEMENT SERVICES | |

Request for Proposal number: P20AM002

Request for Proposal description: TEMPORARY EMPLOYMENT SERVICES

Complete, sign, and submit this Proposal Acknowledgement Receipt to Contracts, Purchasing, and Risk Management. This completed and signed Proposal Acknowledgement Receipt may be emailed to NAU-purchasing@nau.edu or delivered through any other method.

| | | |
|--|-------|---|
| Name of Offeror | | |
| | | |
| Name of Contact | | Title of Contact |
| | | |
| Address 1 | | Address 2 |
| | | |
| City | State | Zip Code |
| | | - |
| Telephone Number | | |
| () - | | |
| E-mail address, if available | | |
| | | |
| Print Name of Offeror's Authorized Agent | | Signature of Offeror's Authorized Agent |
| | | |
| Title of Authorized Agent | | Date |
| | | |

SECTION A REQUEST FOR PROPOSAL

Northern Arizona University (the University) is requesting sealed Offers from qualified firms and/or individuals for Temporary Employment Services.

Offers shall be received in the Office of the Associate Vice President of Procurement, Northern Arizona University, Building 98B, Box 4124, 545 E. Pine Knoll Drive., Flagstaff, AZ 86011-4124 until 2:00 P.M., Arizona Local Time, on November 26, 2019, at which time a representative of Contracts, Purchasing, and Risk Management shall publicly announce the names of those firms submitting Offers. No other public disclosure shall be made until after award of the Contract resulting from this Request for Proposal (RFP).

Any and all questions regarding this RFP shall be directed to Contracts, Purchasing, and Risk Management and to no other office or individual at the University. The University may answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Offeror shall not be entitled to rely on any verbal response from the University. Formal questions regarding any part of this RFP that may result in a material issue or a formal addendum must be submitted in writing. All correspondence regarding this RFP shall be directed to Contracts, Purchasing, and Risk Management, contact information is below:

Andrea McLean, Senior Buyer

Telephone: 928-523-7921

E-Mail: NAU-purchasing@nau.edu and Andrea.McLean@nau.edu

SECTION B BACKGROUND INFORMATION

1. UNIVERSITY BACKGROUND

The University is governed by the Arizona Board of Regents (ABOR) and is a fully accredited institution of higher learning supported by the State of Arizona. Additional information on the University may be accessed from the following link:

<https://nau.edu/Institutional-Research/Quick-Facts/>

2. PROPOSAL BACKGROUND

2.1. RFP Overview

This RFP is part of a competitive negotiation process intended to allow the University to obtain goods and/or services as outlined herein in a manner which is most advantageous to the University. This RFP provides the University the flexibility to negotiate with Offerors, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Offers will be considered public record and available for review, as allowed by law, during regular office hours after award by contacting the University's Associate Vice President of Procurement.

2.2. Term

The initial term of a resulting Contract shall be one (1) year, from date of award, with an option to renew four (4) additional one (1) year periods with a total term not to exceed five (5) years.

2.3. Intent

2.3.1. It is the University's intent to select the Offer(s), which are most favorable in all respects, including scope, availability of services, quality of services, reputation and price. If not otherwise stated herein, multiple awards may be made or an award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of the University.

2.3.2. The successful Offeror(s) will be expected to work closely with the University's designated representative(s) to administer an effective and efficient program.

SECTION C INSTRUCTIONS TO OFFERORS

1. No department, school, or office at the University has the authority to solicit official RFPs other than Contracts, Purchasing, and Risk Management. All solicitations shall be performed under the direct supervision of the Associate Vice President of Procurement and in accordance with University policies and procedures.
2. Offer shall be submitted in the format shown in Section D. Offers in any other format may be rejected. Conditional Offers shall not be considered. Submit Offer signed by an authorized individual. Offer that is not signed may be rejected.
3. Offers to be submitted as:
 - 3.1. One (1) complete Offer, printed and bound, clearly marked as original; and
 - 3.2. One (1) copy of the complete Offer on electronic storage devices. Limit individual files on each device to no more than three (3).

4. Submit Offer, sealed and marked as follows:

Offeror's Name
RFP Number

5. No telephonic, electronic, or facsimile Offer shall be considered. Offer received after the date and time set for opening will be rejected. The University reserves the right to extend the time and date set for opening.
6. If responding by United States Postal Services mail, allow additional time for on-campus delivery.
7. Any person, firm, corporation, and/or association submitting an Offer shall be deemed to have read and understood all the terms, conditions, and requirements specified herein.
8. Definitions:
 - 8.1. "Blitz" - shall refer to a mass cleaning effort.
 - 8.2. "Business Hours" - shall refer to the University's normal operating Business Hours of Monday through Friday 8 A.M. to 5 P.M. excluding weekends and University designated holidays.
 - 8.3. "Contract" - shall mean the agreement entered into between the ABOR for and on behalf of Northern Arizona University and the successful Offeror as a result of this RFP.
 - 8.4. "May" - indicates something that is not mandatory but permissible/desirable.
 - 8.5. "Offer" - shall mean the proposal from an individual or firm for the provision outlined in this RFP.
 - 8.6. "Offeror" - shall mean a person or firm submitting an Offer in response to this RFP.

- 8.7. “Shall”, “Must”, “Will” - indicates mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive.
- 8.8. “Should” - indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the University may, at its sole option, ask Offeror to provide the information or evaluate the Offer without the information.
9. Any information considered to be proprietary by the Offeror shall be placed in a separate envelope and marked "Proprietary Information". To the extent the Associate Vice President of Procurement concurs, this information shall be considered confidential and not public information. The Associate Vice President of Procurement shall be the final authority as to the extent of material, which will be considered confidential. Pricing information shall not be considered confidential.
10. Offer may be withdrawn at any time prior to the time and date set for opening.
11. Offer and accompanying documentation will become the property of the University at the time the Offer is opened.
12. The University reserves the right to cancel this solicitation, reject any or all Offers or any part thereof, or to accept any Offer or any part thereof and to waive or decline to waive irregularities in any Offer when it determines that it is in its best interest to do so. The University has the right to hold Offer for a period of ninety (90) days after the opening date, the right to accept an Offer not withdrawn before the date set for opening, to negotiate with any Offeror considered qualified, or make any award without written discussion.
13. The University reserves the right to conduct discussions and negotiations with Offeror, to accept revisions of Offer, and to negotiate price changes. The University shall not disclose any information derived from Offers or from discussions with Offerors prior to issuance of a Notice of Intent to Award.
14. The University may request a presentation, demonstration or samples be given to a selection committee in the event the Offer is deemed to be among the most advantageous to the University. Contracts, Purchasing, and Risk Management will schedule all presentations and in the event a presentation is scheduled, evaluation criteria and scoring may be included in the presentation invitation.
15. Offeror may submit requests for changes or additions to the University terms and conditions set forth in Section F. Any such changes must be submitted with the Offer as required in Section D, or the Offeror will have waived the right to object or add to the University's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement or any other agreement, but rather as additional terms that do not conflict with the University's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to University terms and conditions may, if the University at its sole discretion determines not to accept

the alternate terms and conditions, be rejected as non-responsive.

16. By submitting an Offer, the Offeror agrees that any information provided within the Offer and accepted by the University shall become a binding part of a resulting Contract.
17. The successful Offeror(s) will be expected to enter into a Contract with the University which shall be a summation of the RFP, addenda, the Offer, and negotiations. The order of precedence shall be the RFP, addenda, the Offer, and negotiations. The University's terms and conditions shall be incorporated into the resulting Contract between the University and the successful Offeror.
18. The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the Offeror shall make every effort to use SB & SDB in the performance of the Contract.
19. Requests for clarification of information shall be received no later than five (5) days prior to the time and date set for opening. If applicable, addenda shall be issued to each Offeror of record. Failure to request clarification within this timeframe will constitute a waiver of the right to object and shall not be grounds for a protest.
20. Any objections to alleged errors, irregularities, improprieties, specifications or content shall be made prior to the time and date set for opening. Failure to object prior to the time and date set for opening will constitute a waiver of the right to object and shall not be grounds for a protest.
21. Failure to receive an addendum shall give Offeror the option of:
 - 21.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.
 - 21.2. Withdrawing its Offer without penalty.
22. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.
23. Unless specifically stated to the contrary, manufacturer's names, trade names, brand names, or catalog numbers used in the specifications of this RFP shall be for the purpose of describing and/or establishing the quality, design, and performance required. Such reference shall not be intended to limit or restrict an Offer. Any Offer, which proposes like quality, design, and/or performance, shall be considered.
24. The University will not guarantee any minimum purchase volumes of any kind from the resulting Contract.
25. The University shall not reimburse the Offeror the costs associated with responding to the RFP.

26. Offeror shall acquire and maintain, at their sole expense, all necessary parking permits required by the University. Parking permits along with regulations governing traffic and parking are available from University Transit Services (928-523-6623) located at 113 W Dupont Ave., Flagstaff, AZ 86011. Permit applications and vehicle registration may also be accessed on-line at <http://nau.edu/parking>. Regulations shall be applicable to all employees of Offeror and will be strictly enforced. All fines incurred shall be the sole responsibility of the Offeror.
27. Offeror shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County or City laws, codes, regulations and ordinances as applicable.
28. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant Contract, applicable entities must have entered into a cooperative purchasing agreement with either the Arizona Board of Regents for and on behalf of Northern Arizona University or the State of Arizona pursuant to ARS 41-2632.
29. The University treats Offerors in a fair, honest, and consistent manner by conducting the RFP process in good faith and by granting all Offerors a comparable opportunity to win an award. In the event Offeror feels the process did not follow established policies and the Offeror qualifies as an interested party, Offeror may file a protest pursuant to the Arizona Board of Regents (ABOR) procurement policy, Section 3-809. The University takes protests seriously and expects Offerors to do so as well. Frivolous protests shall not result in gain for the Offeror and shall not be considered.

Protests shall be received in the Office of the Associate Vice President of Procurement, Becky McGaugh, Northern Arizona University, Building 98B, Box 4124, 545 E. Pine Knoll Drive., Flagstaff, AZ 86011-4124.

SECTION D OFFER FORMAT

In order to facilitate direct comparison, submit Offer using this format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Offer. Include the following with Offer:

1. Completed and signed RFP Certification.
2. Completed and signed Legal Worker Certification.
3. Completed and signed Anti-Lobbying Certification.
4. Completed and signed Federal Debarred List Certification.
5. Completed and signed Participation in Boycott of Israel.
6. Offeror's Qualifications and Experience.
7. Project Resources.
8. Client References.
9. A detailed technical Offer.
10. Exceptions to the Terms and Conditions of the RFP.
11. Pricing Proposal.
12. Vendor Information.

SECTION E REQUIREMENTS

The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the University's requirements. Submit a fully detailed Offer that adequately describes the advantages and benefits to the University.

Provide a detailed response to each requirement in Sections 1.-16. of Section E, individually numbered to match each requirement. At minimum, in such case where a detailed response is not applicable, indicate ability to comply with and/or agreement to the numbered requirement. Offeror is encouraged to provide any additional information that is not specifically identified in this RFP.

1. QUALIFICATIONS/EXPERIENCE

- 1.1. Provide a corporate history/management summary and evidence that the Offeror and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Describe Offeror's growth for the past three (3) years.
- 1.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years, and if selected for negotiations, Offeror may be required to provide the last two (2) years of audited financial statements.
- 1.3. Describe the material issues of any current patent or copyright lawsuits or legal actions against Offeror including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.
- 1.4. Detail experience with similar/like projects.

2. PROJECT RESOURCES

- 2.1. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The University reserves the right to review Offeror's staff assigned for relevant qualifications and experience.
- 2.2. Provide a list of proposed key account personnel with resumes specifying qualifications and relevant experience.
 - 2.2.1. Assign an account representative to the University.
 - 2.2.2. University's account representative to be available to the University during Business Hours. A backup account representative shall be assigned for times when the primary account representative is not available.
- 2.3. The University will evaluate both the need for background checks and the employability of Temporary Labor Services personnel proposed to the University

using the same criteria outlined under the [University's Background Investigations Policy](#). Offeror shall inquire with University ordering department as to whether a background check is required. If a background check is necessary, personnel shall not be assigned to begin work with the University until background check review is completed, approved and released by the University. Proposed personnel considered to pose a threat to the safety or welfare of the University community or its property as the result of a background check shall be rejected by the University.

2.3.1. Offeror is afforded the option of performing background checks on proposed personnel and sharing the results with the University, or arranging for the University to perform the background checks. For Offeror performed checks, Offeror shall provide the same information that the University background checks provide to meet the intent of University Policy referenced under Section E.2.3.

2.3.2. Offeror shall not knowingly propose personnel to the University that may be considered a safety or welfare threat.

2.3.3. All University background checks to include criminal convictions. University evaluation of criminal convictions to include:

2.3.3.1. How the conviction(s) relate to the duties and responsibilities of the assignment.

2.3.3.2. Level of conviction(s) severity.

2.3.3.3. Full disclosure of conviction(s) by the applicant.

2.3.3.4. Length of time passed since the conviction(s).

2.3.4. Payment of background check costs shall be the responsibility of the University.

2.4. Offeror may subcontract installation, training, warranty, or maintenance service with prior University authorization. List and describe any subcontractor's qualifications and relevant experience. Describe how Offeror guarantees subcontractor performance. Offeror shall remain solely responsible for the performance of a resulting Contract from this RFP. All University payments for goods and/or services shall be made directly to the Offeror.

Offeror shall require Offeror subcontractors to meet the same insurance requirements required of the Offeror as outlined in this RFP under the Terms and Conditions Section. Subcontractor certificates of insurance shall be submitted to the University for review and approval prior to subcontractor providing services to the University.

2.5. For custodial services, indicate the typical maximum number of personnel available to the University during the months of May, June, July and August.

3. CLIENT REFERENCES

Provide, at minimum, three (3) references, not including Northern Arizona University, identifying firms with requirements similar to those of the University. Provide the name

of the firm, contact person, email and the telephone number. The University reserves the right to contact additional references not provided by Offeror. Preference may be given for those references which are most similar to the University.

4. PREFERRED PAYMENT METHOD

4.1. The University prefers to pay for goods and/or services via the Corporate VISA liability card. Describe the following for this preferred payment method:

- 4.1.1. Offeror's ability to accept.
- 4.1.2. Additional associated fees.
- 4.1.3. Procedures.

5. GENERAL SPECIFICATIONS

5.1. Provide Temporary Labor Services for both short and long term assignments.

5.2. Applicable federal and state employer requirements for Temporary Labor Services shall be the responsibility of the Offeror to include, but not limited to:

- 5.2.1. Payroll taxes.
- 5.2.2. Insurance, workers compensation.
- 5.2.3. Payroll reports.

5.3. Specialty Job Classifications

- 5.3.1. Carpenter-Finish: Installation of finish woods, crown molding, baseboards, countertops, windows and stairs as well as cabinet making.
- 5.3.2. Carpenter-Rough: Constructs, frames, assembles and repairs wooden structures.
- 5.3.3. Commercial Plumber: Service and repair of domestic water service main breaks and extensive sewer main breaks.
- 5.3.4. Electrician: Install, operate, maintain and/or repair commercial and/or residential electric devices or electrical wiring and Electrical Metallic Tubing (EMT).
- 5.3.5. Equipment Operator: Drive or operate vehicles, equipment or machinery.
- 5.3.6. General Maintenance Mechanic: Repairs and maintains plumbing, physical structure, electrical wiring and Furniture, Fixtures and Equipment (FFE).
- 5.3.7. General Plumber: Install, service and repair basic and complex residential pipes and fittings of water supply, sanitation or heating systems.
- 5.3.8. Heating, Ventilation and Air Conditioning (HVAC) Control Mechanic: Install, service and repair Air Handling Units (AHU) such as heating and air-conditioning equipment as well as climate control systems ([Professional Level Certification](#) required).
- 5.3.9. HVAC Service Worker: Acts as an apprentice to HVAC Control Mechanic with the ability to change out filters and perform general maintenance (Professional Level Certification not required).

- 5.3.10. Heavy Equipment Operator: Drive or operate construction equipment, including bull dozers, forklifts, backhoes and cargo and hydraulic trucks.
- 5.3.11. Laborer: General laborer who is able to lift a minimum of 50 lbs.
- 5.3.12. Machinist: Fabrication, assembly, operation and/or repair of machinery.
- 5.3.13. Mason: Repair cracks in finished masonry, ceramic tile and block and mortar, as well as brick and stone work.
- 5.3.14. Master Meter Operator: Installation, service and repair of stoves, refrigerators and other gas appliances, including meter inspection and pressure checks.
- 5.3.15. Mover: Contents and materials manipulation from site to site.
- 5.3.16. Painter: Performs minor drywall repair such as patching and texturing as well as painting buildings, walls, ceilings and woodwork.
- 5.3.17. Roofer: Service and repair basic and complex roofing systems.
- 5.3.18. Trades Helper: Some mechanical experience relevant to a specific trade in order to assist a skilled tradesperson and perform laboring activities.

5.4. The University reserves the right to review any and all resumes of Temporary Labor personnel before assignment as well as an option to interview candidates.

5.5. The University reserves the right to dismiss Temporary Labor Services personnel assigned to the University. Dismissal shall not be based on race, color, religion, sex, age, national origin, disability, political affiliation or any other type of job discrimination in accordance with [U.S. Department of Labor](#) Equal Employment Opportunity laws. Dismissed Temporary Labor Services personnel are to depart University grounds upon dismissal, and if applicable prompt arrangements for a replacement are to be coordinated between the Offeror and the University.

6. PROCESS

6.1. Describe in detail the following operational processes:

- 6.1.1. Placement of orders.
- 6.1.2. Fulfillment of orders.
- 6.1.3. Scheduling of assignments.
- 6.1.4. End of assignments.

6.2. Describe in detail the following invoicing processes:

- 6.2.1. Reporting of hours worked.
- 6.2.2. Validation of hours worked.
- 6.2.3. Resolution of invoice errors.

6.3. Describe in detail:

- 6.3.1. Online features for temporary personnel to report time worked and the University's approval of the time worked.
- 6.3.2. Forms.

- 6.3.3. Statute and contract compliance.
- 6.3.4. Performance reviews and evaluations.

7. CONFIRMATION

- 7.1. Provide confirmation of receipt of University orders for services within no more than four (4) Business Hours of University placement of order.
- 7.2. Provide an order status within no more than twenty-four (24) Business Hours of University placement of order.

8. REPORTING

- 8.1. Provide reports on services performed by Temporary Labor Services personnel.
Describe in detail:

- 8.1.1. Web portal options available on demand to the University.
- 8.1.2. Weekly activity reports.
- 8.1.3. Quarterly activity reports.
- 8.1.4. Annual activity reports.

- 8.2. Weekly reports for personnel actively assigned to the University to include at minimum:

- 8.2.1. Names.
- 8.2.2. Department.
- 8.2.3. Hours worked.
- 8.2.4. Beginning assignment dates.
- 8.2.5. Ending assignment dates, if applicable.
- 8.2.6. Total cost of assignment.

- 8.3. Annual activity reports to include at minimum:

- 8.3.1. Total number of assignments.
- 8.3.2. Departments where assignments were made.
- 8.3.3. Summaries of response times and assignment retention.
- 8.3.4. Total cost broken down by department, job classification and individual personnel.

9. INVOICING

- 9.1. Describe in detail:

- 9.1.1. The invoicing process.
- 9.1.2. Invoice discrepancy resolution process.

9.2. Notify University Accounts Payable via email at AccountsPayable@nau.edu on all invoicing issues.

9.3. Provide the following information at minimum on all invoices:

- 9.3.1. University department.
- 9.3.2. Label special event labor such as summer Blitz type cleaning.
- 9.3.3. Week ending date.
- 9.3.4. Job classification.
- 9.3.5. Employee name.
- 9.3.6. Hours.
- 9.3.7. Rate.
- 9.3.8. Total cost.

10. PRICING

10.1. Hourly rates Offered under Section H Pricing Proposal to include all costs, overhead and markup.

11. TERM OF ASSIGNMENT

11.1. University to designate an anticipated term of assignment at placement of order for the length of time anticipated for assignments. Describe in detail:

- 11.1.1. Remedies Offered for personnel that fail to reach the full term of assignment through no fault of the University.
- 11.1.2. Requirements, policies, fees and procedures for assigned personnel to be hired as University employees.

12. AFFORDABLE CARE ACT (ACA)

- 12.1. Offeror shall adhere, be responsible for and monitor compliance to the ACA.
- 12.2. Indicate any and all costs associated with the ACA that are passed on to the University.

13. ADDITIONAL AGREEMENTS

Refer to Section C.15. Indicate if additional Contract agreements are required. If applicable, provide sample additional agreements with Offer.

14. QUALITY ASSURANCE PLAN

Provide a quality assurance plan that details the methods by which the Offeror guarantees performance.

15. SUSTAINABILITY

Include information regarding your firm's overall sustainable efforts.

16. ADDITIONAL SERVICES

Offeror may provide additional services including associated costs that are not addressed herein. The University shall determine, in its sole discretion, which additional services are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit dependent on the needs of the University.

SECTION F TERMS AND CONDITIONS

Offeror may submit requests for changes or additions to the University terms and conditions set forth in this Section F. Any such changes must be submitted with the Offer or the Offeror will have waived the right to object or add to the University's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement or any other agreement, but rather as additional terms that do not conflict with the University's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to University terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be rejected as non-responsive.

1. **Remedies and Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Offeror shall have all remedies afforded by said law.
2. **Public Records.** The parties acknowledge that Northern Arizona University is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by Northern Arizona University requesting records described as confidential, which Northern Arizona University determines must be disclosed, Northern Arizona University shall notify the other party prior to disclosure.
3. **Interpretation-Parol Evidence.** This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.
4. **Dispute Resolution.** Except as otherwise provided herein, all Contract claims and controversies arising under this Contract shall be resolved pursuant to Arizona Board of Regents procurement policy, Section 3-809, in particular Section 3-809C.
5. **Equal Opportunity Clause.** Offeror and any subcontractor(s) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Offeror and any subcontractor(s) take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Non-Discrimination.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a disability, or because he or she is a qualified protected veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government Contractors, to the extent applicable to this Contract.
7. **Family Education Rights and Privacy Act.** To the extent Offeror will have access to student educational records, this paragraph will apply. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Offeror will comply with the Family Education Rights and Privacy Act and will not access or make any disclosures of the University's student educational records to third parties without prior notice to and consent from the University, or as otherwise provided by law.
8. **Health Insurance Portability and Accountability Act.** Offeror shall abide by all laws and regulations that protect the privacy of healthcare information to which Offeror obtains access under this Contract. Offeror and the University acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Offeror and the University, and their relationships and operation under this Contract. If necessary, Offeror and the University will enter into a standard Business Associate Agreement, and any other required Health Insurance Portability Accountability Act agreements. To the extent the terms thereof relate to Offeror's performance under this Contract, the provisions of such Business Associate Agreement shall control.
9. **Americans with Disabilities Act and Rehabilitation Act.** Offeror will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

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

- 9.1. **Electronic and Information Technology.** Any acquisition considered electronic and information technology "EIT" as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and requires the submission of a completed Voluntary Product Accessibility Template "VPAT" so that the University may ascertain conformance. Offers without a completed VPAT

may be disqualified from competition.

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

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

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

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

9.2.1. Services provided include, but are not limited to:

- 9.2.1.1. education and training.
- 9.2.1.2. cultural and athletic events;
- 9.2.1.3. vehicle rentals
- 9.2.1.4. event space and lodging; and
- 9.2.1.5. parking and transportation.

9.2.2. Products include, but are not limited to:

- 9.2.2.1. instructional materials;
- 9.2.2.2. office equipment;
- 9.2.2.3. office and classroom furniture; and
- 9.2.2.4. kiosks.

10. **Indemnification.** Offeror shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Offeror or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or

amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Offeror to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Offeror from and against any and all claims. It is agreed that Offeror shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Offeror agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from services performed by the Offeror for the State of Arizona.

11. **Labor Disputes.** Offeror shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of this Contract.
12. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract 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.
13. **No Waiver.** No waiver by the University of any breach of the provisions of this Contract by the Offeror 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 Contract.
14. **Modifications.** This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
15. **Assignment-Delegation.** No right or interest in this Contract shall be assigned or delegation of any obligation made by Offeror without the written permission of the University. Any attempted assignment or delegation by Offeror shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
16. **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, Offeror hereby assigns to the Arizona Board of Regents any and all claims for such overcharges.
17. **Cancellation for Lack of Funding.** This Contract may be canceled without any further obligation on the part of the Arizona Board of Regents and Northern Arizona University in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Offeror shall be notified in writing of such non-appropriation at the earliest opportunity.
18. **Cancellation of State Contract.** In accordance with A.R.S. §38-511, this Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the University shall, at anytime while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to

any other party of the Contract with respect to the subject matter of the Contract.

19. **Termination.** The University may by written notice, stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The University shall pay the Offeror as full compensation for performance until such termination: (1) the unit or pro rata Contract price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Offeror as approved by the University, with respect to the undelivered or unacceptable portion of this Contract, provided compensation hereunder shall in no event exceed the total Contract price.
20. **Termination for Default.** In the event that the Offeror shall fail to maintain or keep in force any of the terms and conditions of this Contract, the University may notify the Offeror in writing of such failure and demand that the same be remedied within ten (10) days. Should the Offeror fail to remedy the same within said period, the University shall then have the right to terminate this Contract.
21. **Insolvency.** The University shall have the right to terminate this Contract at any time in the event the Offeror files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Offeror and not discharged within thirty (30) days; or if the Offeror 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 the Offeror or its business.
22. **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 operation and direct business relationships.
23. **Gratuities.** The University may, by written notice to the Offeror, cancel this Contract if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Offeror in providing such gratuities.
24. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Offerors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining a Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. **Inspection and Audit.** All books, accounts, reports, files, and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Northern Arizona University, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Contract. Such records shall be produced at Northern Arizona University, or such other location as designated by Northern Arizona University, upon reasonable notice to the contracting party.
26. **Insurance Requirements.** Offeror may be requested to provide the University with a Certificate of Insurance prior to the commencement of services/contract. Offeror and subcontractors, without limiting any liabilities or any other obligations, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Offeror, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Offeror from liabilities that might arise out of the performance of the work under this Contract by the Offeror, its agents, representatives, employees or subcontractors, and Offeror is free to purchase additional insurance.

The University reserves the right to request and receive certified copies of any or all of the following listed policies and/or endorsements within ten (10) calendar days of Contract signature. Neither Offeror's failure to provide, nor University's failure to obtain proof of compliance shall act as a waiver of any term of this Contract.

The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arizona, or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and rated at least an A-, VII (7) in the current A.M. BEST RATINGS. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect the Offeror from potential insurer insolvency. Coverage provided by the Offeror shall not be limited to the liability assumed under the indemnification provisions of this Contract. The Certificate shall include the following minimum insurance coverages:

Commercial General Liability of \$1,000,000 minimum combined single limit (CSL) each occurrence and \$2,000,000 general aggregate, to include the following: Policy shall include bodily injury, property damage, personal injury, advertising injury and broad form contractual liability coverage.

| | |
|---|-------------|
| Each Occurrence | \$1,000,000 |
| Damage to Rented Premises | \$ 50,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |

Commercial Automobile Liability of \$1,000,000 minimum combined single limit (CSL) each occurrence, to include either “ANY AUTO” or “SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS”.

Workers' Compensation coverage for all employees which meets Arizona statutory benefits; including Employers Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 each employee/disease, \$1,000,000 policy limit/disease. Additional insured is not required.

If designated as a Sole Proprietor/Independent Contractor with no employees, the State of Arizona (ARS §23-901, ARS §23-961M) requires submittal of a written Sole Proprietor Waiver or Independent Contractor Agreement. The documents can be found at: [Sole Proprietor Waiver/Independent Contractor Agreement](#)

Certificate Holder: The, State of Arizona, the Arizona Board of Regents and Northern Arizona University shall be named as the certificate holder.

Additional Insured: The certificate shall name The State of Arizona, The Arizona Board of Regents, Northern Arizona University, its departments, agencies, boards, commissions, officers, officials, agents and employees as additional insured on General and Automobile Liability, with respect to liability arising out of the activities performed by or on behalf of the Offeror. Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this Contract.

Primary Coverage: The following statement shall be included - "the coverage afforded under this certificate shall be primary insurance with respect to all other available sources, except Workers Compensation insurance. Any self-insurance or other insurance carried by the State of Arizona, the Arizona Board of Regents, and Northern Arizona University, their officers, or employees, if any, shall be excess and not contributory to the insurance provided by the named insured.

Waiver of Subrogation: Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Offeror. The waiver of subrogation applies to Commercial General Liability, Commercial Auto Liability, and Workers' Compensation.

The following statement shall be included: Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to Northern Arizona University, with the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract.

Description of activity/property/contract at Northern Arizona University.

Material Breach: Failure on the part of Offeror to meet these requirements shall

constitute a material breach upon which the State of Arizona, the Arizona Board of Regents and the University may immediately terminate this Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the University shall be repaid by Offeror to the University upon demand, or the State of Arizona and the University may offset the cost of the premiums against any monies due to Offeror.

Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the University.

27. **Liens.** All goods delivered and labor performed under this Contract shall be free of all liens and, if the University requests, a formal release of all liens shall be delivered to the University.
28. **Sales and Use Tax.** The Offeror shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Offeror further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Offeror or any subcontractor to comply with the provisions of any or all said laws in amendments. The University is not exempt from state sales excise tax and compensation use tax.
29. **Changes.** Within the limits allowed by law, Offeror agrees that the University may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and Offeror shall enter into a modification of the Contract to reflect said changes.
30. **Installment Payment Contract.** The University is precluded from entering into an installment Contract unless such Contract can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds shall not be allocated for this Contract for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University shall not be obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Offeror of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Contract in order to acquire similar goods and/or services from another party.
31. **Price Adjustment.** Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Offeror. The University shall not approve price increases that shall merely increase the gross profitability of the Offeror at the expense of the University. Price change requests shall be a factor in the Contract extension review process. The University shall determine whether the requested price increase or an alternate option shall be in the best interest of the University.

32. **Fixed Escalation Clause.** Offeror shall certify a fixed maximum percentage of escalation of costs of goods and/or services for a period of five (5) years following expiration of warranty. Cost shall not exceed five (5) % per year or Consumer Price Index (CPI), whichever is less.
33. **Invoices.** Invoices covering each delivery shall be mailed to Accounts Payable once a month. Invoices shall be for all items delivered within the month. The intent shall be to receive one (1) monthly billing. All invoices shall reference the purchase order number and the Contract.
34. **Payment.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation shall be payable only and solely from funds appropriated for the purpose of the Contract.
35. **Debarment and Suspension.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled Responsibilities of Participants Regarding Transactions”. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <https://www.sam.gov/index.html/#1>.
36. **Personnel.** Employees of the Offeror assigned to the project and identified by name in the Contract shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.
37. **Independent Contractor.** It shall be understood that Offeror shall operate as an Independent Contractor, not as an employee or agent of the University.
38. **Service Marks and Trademarks.** For purposes of this provision, the phrase "NAU Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the University. Offeror agrees to comply with the University's trademark licensing program concerning any use or proposed use by Offeror of any of NAU Mark on goods, in relation to services, and in connection with advertisements or promotion of Offeror or its business. Except as expressly authorized in this Agreement, Offeror is not permitted to use any NAU Mark without prior written approval of the University. Prior to any use of an NAU Mark by Offeror or its affiliates or successors or assigns, Offeror will comply with NAU's Licensing Policy <http://nau.edu/licensing>.
39. **Advertising/Publishing.** Offeror shall not advertise or publish, without the University's prior consent, the fact that the University had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate

statues.

40. **Legal Workers.** Pursuant to ARS §41-4401 the University is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with ARS § 23-214-A. Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

Offeror acknowledges that a breach of this warranty by Offeror or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Offeror, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Offeror and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Offeror's warranty is not applicable where the Offeror is a governmental entity nor is the Offeror required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

41. **Data Ownership.** Northern Arizona University will own, or retain all of its rights in, all data and information that Northern Arizona University provides to Offeror, as well as all data managed by Offeror on behalf of Northern Arizona University, including all output, reports, analyses, and other materials relating to or generated by the services, even if generated by Offeror, as well as all data collected, extracted, or received through Northern Arizona University's or Offeror's use of the services or deliverables (collectively, the "Northern Arizona University Data"). The Northern Arizona University Data shall be considered Northern Arizona University's confidential information. Offeror shall not use, access, disclose, or license or provide to third parties, any Northern Arizona University Data, or any materials derived therefrom, except, in each case, as authorized in writing by Northern Arizona University. Without limiting the generality of the foregoing, Offeror may not use any Northern Arizona University Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, Northern Arizona University's prior written consent.

42. **Non Disclosure and Trade Secrets.** Offeror may receive (or has received) from the University and otherwise be exposed to confidential and proprietary information relating to the University's business practices, strategies and technologies, NAU Data as well as confidential information to the University necessary to perform the services and/or provide the deliverables (collectively, NAU Confidential Information). The University's confidential information may include, but not limited to, confidential and proprietary information supplied to the Offeror with the legend "NAU Confidential and Proprietary" or other designations of confidentiality. As between the Offeror and the University, the NAU Confidential Information is the sole, exclusive, and valuable property of the

University. Accordingly, Offeror will not reproduce or otherwise use any of the NAU Confidential Information except in the performance of the Services or the provision of the Deliverables and will not disclose any of the NAU Confidential Information in any form to any third party, either during or after the Term, except with the University's prior written consent. Upon termination of the Contract, Offeror will cease using and will return to the University, all originals and all copies of the NAU Confidential Information, in all forms and media, in Offeror's possession or under Offeror's control. In addition, Offeror will not disclose or otherwise make available to the University any confidential information of the Offeror or received by contractor from any third party.

Offeror will have no obligation to maintain as confidential any NAU Confidential Information (other than NAU Data) that Offeror can show: (i) was already lawfully in the possession of or known by Offeror before receipt from the University; (ii) is or becomes generally known in the industry through no violation of the contract or any other agreement between the parties; (iii) is lawfully received by the Offeror from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the University sufficient to allow the University to contest such order; or (v) is approved in writing by the University for release or other use by Offeror.

43. **Weapons.** The University prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the University or its affiliated or related entities, in all University residential facilities (whether managed by the University or another entity), in all University vehicles and at all University or University-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the NAU Police Department. Notification by Offerors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of Offeror "Offeror Parties" of this policy is a condition and requirement of the Contract. Offeror further agrees to enforce this contractual requirement against all Offeror Parties.
44. **Tobacco Free.** The University recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning July 1, 2016 the use of all tobacco products, including those not approved by the FDA for cessation is prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the University. This includes, but is not limited to, the use of cigarettes, e-cigarettes, hookah, e-hookah, chew, dip, snuff, cigars, pipes, vaporizers, etc. For additional information, go to <http://nau.edu/Tobacco-Free/Policy/>.
45. **Participation in Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel. Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S.35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

46. **Essence of Time.** Time shall be of the essence as to matters contemplated by a resulting Contract under this RFP.

SECTION G EVALUATION CRITERIA

It is the University's intent to make an award to Offeror(s) that, in the opinion of the University, present Offers that appear to be favorable to the University, based upon the scope, availability of services, quality of services, reputation, and price offered. The criteria for evaluation of responses will be based on the following point structure:

1. Offeror's Qualifications, Project Resources, Client References (refer to Section E.1. – E.3.).

20 Points

2. A detailed technical Offer including, but not limited to, clarity and reasonableness of proposed method of accomplishing the requirements and the ability to satisfy all components specified (refer to Section E.4.–E.16.).

35 Points

3. Exceptions to the Terms and Conditions of the RFP (refer to Section F). Points will not be assigned to this category, however Offers that are contingent upon changes to the University's terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be considered non-responsive.

4. Price Proposal (refer to Section H).

35 Points

5. Overall responsiveness to RFP.

10 Points

SECTION H PRICING PROPOSAL

| Job Classifications | | | |
|----------------------------------|-------------|------------------------------------|--|
| Job Title | Hourly Rate | Assignment possible (yes or no) | Typical number of days required to make assignment |
| Accountant Assistant | | | |
| Accounting Clerk | | | |
| Administrative Assistant | | | |
| Automotive Technician | | | |
| Cashier | | | |
| Custodian | | | |
| Driver, Bus/Tram | | | |
| Driver/Courier | | | |
| Event Attendant | | | |
| Graphic Artist | | | |
| Graphic Designer | | | |
| Groundskeeper | | | |
| Information Specialist | | | |
| Instructional Aide | | | |
| Laboratory Supplies Assistant | | | |
| Laborer | | | |
| Library Assistant | | | |
| Mail Clerk | | | |
| Materials Handler, Assistant | | | |
| Media Specialist | | | |
| Media Technician | | | |
| Medical Assistant | | | |
| Medical Records Technician | | | |
| Medical Technologist | | | |
| Medical Transcriber | | | |
| Nurse | | | |
| Nursing Assistant | | | |
| Office Assistant/Receptionist | | | |

| Job Classifications | | | |
|--|-------------|------------------------------------|--|
| Job Title | Hourly Rate | Assignment possible (yes or no) | Typical number of days required to make assignment |
| Office Manager | | | |
| Parking Lot Attendant | | | |
| Payroll Assistant | | | |
| Photographer Assistant | | | |
| Police Radio Dispatcher | | | |
| Pre-press Specialist | | | |
| Printing Equipment Operator | | | |
| Program Aide | | | |
| Program Coordinator | | | |
| Proofreader | | | |
| Radio/TV Announcer | | | |
| Radiology Technologist | | | |
| Research/Laboratory Assistant | | | |
| Research Technician | | | |
| Roofer | | | |
| Sales Assistant | | | |
| Secretary | | | |
| Security Officer | | | |
| Stock/Inventory Assistant | | | |
| Telecommunications Systems Technician | | | |
| Telephone Operator | | | |
| Teller | | | |
| Trades Helper | | | |
| Tutor | | | |
| Videographer | | | |

If applicable, markup percentage for University referred employees: ____%

| Specialty Job Classifications | | | |
|---------------------------------|-------------|------------------------------------|--|
| Job Title | Hourly Rate | Assignment possible (yes or no) | Typical number of days required to make assignment |
| Carpenter - Rough | | | |
| Carpenter - Finish | | | |
| Commercial Plumber | | | |
| Electrician | | | |
| Equipment Operator | | | |
| General Maintenance Mechanic | | | |
| General Plumber | | | |
| HVAC Control Mechanic | | | |
| HVAC Service Worker | | | |
| Heavy Equipment Operator | | | |
| Laborer | | | |
| Machinist | | | |
| Mason | | | |
| Master Meter Operator | | | |
| Mover | | | |
| Painter | | | |
| Roofer | | | |
| Trades Helper | | | |
| | | | |
| | | | |

SECTION I

VENDOR INFORMATION



NORTHERN ARIZONA UNIVERSITY
 SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM
 Contracts, Purchasing and Risk Management Services
 928-523-4557

**DO NOT SEND
 TO IRS
 RETURN TO
 NAU**

Foreign individuals/business entities doing business within the U.S. should complete the Foreign Substitute W-9 available at <http://nau.edu/Contracting-Purchasing-Services/Forms/>.

| | |
|---|--|
| 1. Taxpayer Identification Number (TIN): | <input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Social Security Number (SSN) |
|---|--|

| | |
|--|--|
| 2 LEGAL NAME: (must match TIN above) | |
|--|--|

| | |
|----------------------------------|--|
| 3. DUNS # (If applicable) | |
|----------------------------------|--|

| | |
|----------------------------------|--|
| 4. LEGAL MAILING ADDRESS: | (Where check, tax information, and general correspondence is to be sent) |
|----------------------------------|--|

| | |
|--------------------------|--|
| DBA (Doing Business As): | |
| Address: | |

| | |
|-----------------|--|
| Address Line 2: | |
|-----------------|--|

| | | |
|-------|--------|-----------|
| City: | State: | ZIP Code: |
|-------|--------|-----------|

| | |
|-----------------------------|--|
| 5. Remit to Address: | <input type="checkbox"/> Same as Legal Mailing Address |
|-----------------------------|--|

| | |
|-----------------|--|
| Address: | |
| Address Line 2: | |

| | | |
|-------|--------|-----------|
| City: | State: | ZIP Code: |
|-------|--------|-----------|

| | |
|-------------------------|--|
| 6. Contact Name: | |
|-------------------------|--|

| | |
|---------------|--|
| Phone Number: | |
|---------------|--|

| | |
|----------------|--|
| Email Address: | |
|----------------|--|

7. ENTITY TYPE

| | | | |
|--|--|---|---|
| <input type="checkbox"/> Individual (not a business) | <input type="checkbox"/> Sole proprietor (Individually owned business) or sole proprietor organized as LLC or PLLC | <input type="checkbox"/> Corporation (NOT providing health care, medical or legal services) | <input type="checkbox"/> Corporation (providing health care, medical or legal services) |
|--|--|---|---|

| | | | |
|---|---|--|---|
| <input type="checkbox"/> The US or any of its policital subdivisions or instrumentalities | <input type="checkbox"/> A state, a possession of the US, or any of their policital subdivisions or instrumentalities | <input type="checkbox"/> Tax-exempt organizations under IRC §501 | <input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC |
|---|---|--|---|

8. Business Purpose:

| | | | |
|----------------------------------|--------------------------------------|--------------------------------|--|
| <input type="checkbox"/> Medical | <input type="checkbox"/> Merchandise | <input type="checkbox"/> Legal | <input type="checkbox"/> Other, Specify: |
|----------------------------------|--------------------------------------|--------------------------------|--|

| | |
|--|--|
| 9. Product or Service Provided/ Purpose of Payment: | |
|--|--|



Contracts, Purchasing, and Risk Management

NORTHERN ARIZONA UNIVERSITY
SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM
Contracts, Purchasing and Risk Management Services
928-523-4557

DO NOT SEND TO IRS RETURN TO NAU

10. FEDERAL INFORMATION - REQUIRED

What is the Federal classification type of your business? - see definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)

http://www.sba.gov/size

LARGE Business? YES [] NO []

SMALL Business? YES [] NO []

Please check all that apply to your business for Federal Supplier Type:

Table with 3 columns: Service Disabled Veteran Owned (VD), Small Disadvantaged (SD), Women Owned (WO), Veteran Owned (VO), Minority Institution (MI), HUB Zone (HZ). Each cell contains a checkbox.

Note: Supplier type will be verified through the System for Award Management https://www.sam.gov

11. Residency (Select one):

- [] U.S. Person, Includes Resident Alien
[] Nonresident Alien performing services outside the U.S.

12. CERTIFICATION

Under penalties of perjury, I certify that :

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding.
3. I am a U.S. person (including a resident alien). Cross '3' if non-resident doing business outside the U.S.
4. I certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. See Federal Acquisition Regulation section 52.209-6 for more information regarding debarment.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Payment Term: Net 30 in accordance with A.R.S. 35-342

Table with 2 columns: PRINT NAME:, SIGNATURE:, Title:, Date:

NAU Contact Name and Phone/Email:

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE VENDOR INFORMATION

Northern Arizona University is an Equal Opportunity/Affirmative Action Institution.

SECTION J REQUEST FOR PROPOSAL CERTIFICATION

Date:

Contracts, Purchasing, and Risk Management
Northern Arizona University

The undersigned certifies, pursuant to Arizona Revised Statute [38-503](#), that to the best of his/her knowledge (check one):

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

The undersigned further certifies, in accordance with Federal Acquisition Regulation 52.209-5, that Offeror (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, shall one occur, until such time as an award has been made under this procurement action. The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at: <https://www.sam.gov/portal/SAM/#1>.

In compliance with RFP Number: **P20AM002** and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and/or services in accordance with the specifications/scope of work according to the Offer submitted or as mutually agreed upon by subsequent negotiation.

| | | |
|--|-------|---|
| Name of Offeror | | |
| | | |
| Name of Contact | | Title of Contact |
| | | |
| Address 1 | | Address 2 |
| | | |
| City | State | Zip Code |
| | | - |
| Telephone Number | | E-mail address, if available |
| () - | | () - |
| Print Name of Offeror’s Authorized Agent | | Signature of Offeror’s Authorized Agent |
| | | |
| Title of Offeror’s Authorized Agent | | Date |
| | | |

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE PROPOSAL CERTIFICATION

SECTION K LEGAL WORKER CERTIFICATION

Pursuant to ARS §41-4401 the University is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with ARS § 23-214-A. Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

Offeror acknowledges that a breach of this warranty by Offeror or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Offeror, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Offeror and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Offeror’s warranty is not applicable where the Offeror is a governmental entity nor is the Offeror required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

| | | |
|--|-------|---|
| Name of Offeror | | |
| | | |
| Name of Contact | | Title of Contact |
| | | |
| Address 1 | | Address 2 |
| | | |
| City | State | Zip Code |
| | | - |
| Telephone Number | | E-mail address, if available |
| () - | | () - |
| Print Name of Offeror’s Authorized Agent | | Signature of Offeror’s Authorized Agent |
| | | |
| Title of Offeror’s Authorized Agent | | Date |
| | | |

**AN AUTHORIZED AGENT OF THE OFFEROR
SHALL SIGN THE LEGAL WORKER CERTIFICATION**

SECTION L ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes 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 Offeror | | |
| | | |
| Name of Contact | | Title of Contact |
| | | |
| Address 1 | | Address 2 |
| | | |
| City | State | Zip Code |
| | | - |

| | |
|--|---|
| Telephone Number | E-mail address, if available |
| () - | () - |
| Print Name of Offeror's Authorized Agent | Signature of Offeror's Authorized Agent |
| | |
| Title of Offeror's Authorized Agent | Date |
| | |

**AN AUTHORIZED AGENT OF THE OFFEROR
SHALL SIGN THE ANTI-LOBBYING CERTIFICATION**

SECTION M FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) (check one) Are () or are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <http://epls.arnet.gov> on the Web.)

(B) (check one) Have () or have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are () or are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror (check one) has () or has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of

the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

| | | |
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| Name of Offeror | | |
| | | |
| Name of Contact | | Title of Contact |
| | | |
| Address 1 | | Address 2 |
| | | |
| City | State | Zip Code |
| | | - |
| Telephone Number | | E-mail address, if available |
| () - | | () - |
| Print Name of Offeror's Authorized Agent | | Signature of Offeror's Authorized Agent |
| | | |
| Title of Offeror's Authorized Agent | | Date |
| | | |

**AN AUTHORIZED AGENT OF THE OFFEROR
SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION**

SECTION N PARTICIPATION IN BOYCOTT OF ISRAEL

Legislation has been enacted to prohibit the University from contracting with firms currently engaged in a Boycott of Israel. To ensure compliance with A.R.S. §35-393 and §35-393.01 this form to be completed and returned with Offer.

By signing this form, Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel.

| | | |
|--|-------|---|
| Name of Offeror | | |
| | | |
| Name of Contact | | Title of Contact |
| | | |
| Address 1 | | Address 2 |
| | | |
| City | State | Zip Code |
| | | - |
| Telephone Number | | E-mail address, if available |
| () - | | () - |
| Print Name of Offeror's Authorized Agent | | Signature of Offeror's Authorized Agent |
| | | |
| Title of Offeror's Authorized Agent | | Date |
| | | |

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE PARTICIPATION IN BOYCOTT OF ISRAEL