



Contracts, Purchasing,
and Risk Management

**REQUEST FOR PROPOSAL
NUMBER P21KJ002**

FOR

PAINTING SERVICES

DUE DATE AND TIME

Thursday, August 6, 2020 AT 2:00 P.M., ARIZONA, LOCAL TIME

RFP SECTION INDEX

PROPOSAL ACKNOWLEDGEMENT RECEIPT	3
SECTION A REQUEST FOR PROPOSAL	4
SECTION B BACKGROUND INFORMATION	5
SECTION C INSTRUCTIONS TO OFFERORS	6
SECTION D OFFER FORMAT	11
SECTION E REQUIREMENTS	12
SECTION F CONTRACT AND TERMS AND CONDITIONS	16
SECTION G EVALUATION CRITERIA	17
SECTION H PRICING PROPOSAL	18
SECTION I VENDOR INFORMATION	20
SECTION J REQUEST FOR PROPOSAL CERTIFICATION	22
SECTION K LEGAL WORKER CERTIFICATION	23
SECTION L ANTI-LOBBYING CERTIFICATION	24
SECTION M FEDERAL DEBARRED LIST CERTIFICATION	26
SECTION N PARTICIPATION IN BOYCOTT OF ISRAEL	28

PROPOSAL ACKNOWLEDGEMENT RECEIPT

NAU NORTHERN ARIZONA UNIVERSITY <small>Contracts, Purchasing, and Risk Management</small>	Proposal Acknowledgement Receipt
CONTRACTS, PURCHASING, AND RISK MANAGEMENT SERVICES	

Request for Proposal number: P21KJ002

Request for Proposal description: Painting 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 Kaitlyn.Jones@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 Painting 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 Thursday, August 6, 2020 at which time a representative of Contracts, Purchasing, and Risk Management shall publicly announce the names of those firms submitting Offers on Zoom Meeting Link provided below. In person attendance shall not be permitted at this time. 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:

Join Zoom Meeting

Time: Aug 6, 2020 02:00 PM Arizona

Join Zoom Meeting

<https://nau.zoom.us/j/91932994925>

Meeting ID: 919 3299 4925

Dial by your location

+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 301 715 8592 US (Germantown)
888 788 0099 US Toll-free
877 853 5247 US Toll-free

Kaitlyn Jones

Project Coordinator

Telephone: 928-523-1750

E-Mail: Kaitlyn.Jones@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) copies 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 on the outside as follows:

Offeror's Name
Offeror's Title
RFP Number
Date And Time Offer Is Due
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. "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.
 - 8.2. "May" - indicates something that is not mandatory but permissible/desirable.
 - 8.3. "Offer" - shall mean the proposal from an individual or firm for the provision outlined in this RFP.

- 8.4. “Offeror” - shall mean a person or firm submitting an Offer in response to this RFP.
- 8.5. “Shall”, “Must”, “Will” - indicates mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive.
- 8.6. “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.
- 8.7. “University’s Facilities Services” – shall mean University personnel or University Project Manager assigned and authorized to oversee each project.
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.
- 14.1. If presentation is to be held as a webinar, Offeror will indicate information required to provide such presentation to the University, for example; University User

Login.

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.11., 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 University will require the Offeror to sign a Contract in such form as set forth in Exhibit A ("Mandatory Terms and Conditions") hereto. Offers that are contingent upon any changes to these Mandatory Terms and Conditions may be deemed to be non-responsive and may be rejected. Offer must state, in detail, any exceptions taken to the terms and conditions included in the form contract in Exhibit A.
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 to 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 <https://in.nau.edu/university-transit-services/>. 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. As with any work site, the University campus buildings have the potential to house hazards including (but not limited to) hazardous building materials, chemical, biological, or physical hazards, or conditions which may become hazardous based on specific work scope or practices. The University Hazard Inspection program exists to provide hazard information on a location and scope specific basis. Prior to commencement of any construction/renovation, repair, installation, or other services which are deemed to have the potential to impact building or infrastructure components or result in worker exposure to hazards, contractor must review, sign, and return the project specific hazard inspection and communication form prepared by the University EH&S department. Requests for inspection may be placed by any the University employee or contractor at <https://in.nau.edu/facility-services/asbestos-lead-and-pcbs/>, or by contacting the EH&S Material Safety Office at (928) 523-6435.

A limited number of specific exclusions to the University's Hazard Inspection policy can be found in the NAU Policy for Hazard Inspections <https://nau.edu/Facility-Services/Planning/Asbestos,-Lead,-and-PCBs/>. Any work not specifically excluded, or any changes of scope to previously approved work must be inspected prior to commencement of the work activities.

29. A limited number of specific exclusions to the University's Hazard Inspection policy can be found in the NAU Policy for Hazard Inspections <https://nau.edu/Facility-Services/Planning/Asbestos,-Lead,-and-PCBs/>. Any work not specifically excluded, or any changes of scope to previously approved work must be inspected prior to commencement of the work activities. 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.

30. In accordance with Arizona Executive Order titled “Air Pollution Emergency Proclamation” modified by the Governor of Arizona, July 16, 1996, the University formally requests that all products used in the performance of any Contract resulting from the RFP be low or no content of reactive organic compounds, to the maximum extent possible.
31. Pursuant to A.R.S. §34-451, the University is required to purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this RFP is for a product in a category for which ENERGY STAR® or certified products are available, submit evidence of the ENERGY STAR® status or certification for products offered.
32. Unless reasonable objection is made in writing as part of the Offer, the resulting award 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.
33. 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. Offer to be limited to ten (10) pages for responses to numbers 5 - 9. Include the following with Offer:

1. Completed and signed RFP Certification (refer to Section K).
2. Completed and signed Legal Worker Certification (refer to Section L).
3. Completed and signed Anti-Lobbying Certification (refer to Section M).
4. Completed and signed Federal Debarred List Certification (refer to Section N).
5. Completed and signed Participation in Boycott of Israel (refer to Section O).
6. Completed and signed Northern Arizona University Form FS13 (refer to Section P).
7. Offeror's Qualifications and Experience (refer to Section E.1.).
8. Project Resources (refer to Section E.2.).
9. Client References (refer to Section E.3.).
10. A detailed technical Offer (refer to Section E.4.- E.9.).
11. Exceptions to the Terms and Conditions of the RFP (refer to Section F).
12. Pricing Proposal (refer to Section H).
13. Vendor Information (refer to Section I).

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.-9. 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 personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.
- 2.3. Offeror will be required to conduct relevant and appropriate background checks and fingerprinting according to the [University's policies](#) on all assigned employees and new hires to ensure that it does not assign any employee or agent to the University who may reasonably be considered to pose a threat to the safety or welfare of the University community or its property. Offeror will share background check information and other supporting documentation including disciplinary action for any

employee upon written request by 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.

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

The University prefers to pay for goods and/or services via the Corporate VISA liability card. Describe in detail Offeror's ability to accept this preferred method of payment and any additional fees. Describe how the University can utilize its Corporate Visa card to pay for goods and/or services.

5. GENERAL SPECIFICATIONS

- 5.1. Clearly describe general painting experience to include but not limited to prep work, priming, painting, staining, clear coat finishes, and striping for interior and exterior surfaces on new construction, alterations, repairs, parking lots and for routine maintenance.
- 5.2. Clearly describe the approach and methodologies to be employed in the performance of painting services that may occur at the University to include but not limited to classrooms, hallways, stairwells, cafeterias, kitchens, auditoriums, resident rooms, academic offices, labs, and, restrooms.
- 5.3. Clearly describe ability to perform in accordance with the [University's Technical Standards](#) for painting.
- 5.4. Professionalism is required when working at the University, clearly describe policies and practices adopted to ensure work will be performed at the highest standards.

- 5.5. Rapid response to correct graffiti, damage caused by an unforeseen event or other critical projects may be necessary, describe ability to manage such needs.
- 5.6. Describe approach to cleanliness and protection of University and student property.
- 5.7. Clearly describe safety plan and process to utilize, store and dispose of hazardous material.
- 5.8. Describe how estimates would be developed quickly and accurately.
- 5.9. For the following scenarios, provide additional information needed to accurately estimate a lineal foot cost for the project:
 - 5.9.1. Lineal foot for a “maintenance” paint. The wall is already textured and painted. There may be a minimal amount of patching. Space would be furnished and protection would be needed for furniture and fixtures.
 - 5.9.2. Lineal foot for a new construction project. Texture and paint required. Limited fixtures to protect.
- 5.10. Describe customer service standards and ability to ensure quality performance.
- 5.11. Must maintain valid State of Arizona CR-34, provide license number or another Arizona equivalent contracting license with Offer.

6. TECHNICAL REQUIREMENTS

- 6.1. Describe ability to maintain adequate supply of all materials and tools necessary for performance of painting services.
- 6.2. Describe ability to accurately report and track all work performed.
- 6.3. Clearly describe the personnel management plan.

7. WARRANTY

Provide warranty information to the University for all materials, equipment and labor furnished under this Contract. The warranty period for Offeror provided materials shall be no less than a period of one (1) year after completion of the installation or within the manufacturer’s warranty, whichever is later. The warranty period shall commence upon date of acceptance by the University. Offeror shall provide the University with all manufacturers’ warranty documents upon completion of installation and prior to leaving the job site.

8. QUALITY ASSURANCE PLAN

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

9. SUSTAINABILITY

The University is committed to buying products with recycled content or environmentally sustainable alternatives. Identify environmentally sustainable features and supply relevant specifications of products Offered. Include information regarding Offeror's overall sustainable efforts.

10. ADDITIONAL SERVICES

Offeror may provide additional goods and/or services that are not addressed herein. The University shall determine which additional goods/service options are most beneficial from both a cost and service standpoint and may further negotiate these options to include or omit dependent on University needs.

SECTION F**CONTRACT AND TERMS AND CONDITIONS**

The University will require the Offeror to sign the form Contract set forth in Exhibit A hereto. Offers that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Offers must state, in detail, any exceptions taken to the terms and conditions included in the form agreement in Exhibit A.

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.).

25 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.10.).

45 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).

25 Points

5. Overall responsiveness to RFP.

5 Points

SECTION H PRICING PROPOSAL

1. Standard Hourly Rate shall apply for services performed during normal business hours, 8:00 AM to 5:00 PM, Monday through Friday.
2. Non-Standard Hourly Rate shall apply for services outside of normal business hours, weekends and holidays.
3. Bid pricing is required for parts and materials on a percentage (%) mark up over cost. The University reserves the right to review bid prices.
4. The University shall not incur any additional charges, including but not limited to, mileage or fuel charges.

5. Provide pricing below:

5.1. Percent (%) mark up for materials:

Percent: _____

5.2. Standard Hourly Rate

5.2.1. Journeyman: _____

5.2.2. Apprentice: _____

5.2.3. Master Painter: _____

6. Non-Standard Hourly Rate

6.1.1. Journeyman: _____

6.1.2. Apprentice: _____

6.1.3. Master Painter: _____

7. Paint one 500 square foot office with color to match existing, assumptions are as follows:

7.1.1. One door, does not need paint

7.1.2. One window 3' x 3' with 6" wall opening

7.1.3. Three electrical receptacles

7.1.4. One phone/data jack

7.1.5. Ceiling is tiled drop ceiling

7.1.6. Once round hole in sheetrock caused by doorknob

7.1.7. 10 nail holes to fill

7.1.8. Wall is textured and painted white

7.1.9. Space is furnished with one 50" x 24" desk, one desk chair, and two guest chairs that need to be moved and protected

Cost: _____

8. Paint one 2,500 square foot conference room color to match existing, assumptions are as follows:

- 8.1. Two doors, do not need paint
- 8.2. Three windows 3' x 5' with 6" wall opening
- 8.3. Fifteen electrical receptacles
- 8.4. Two phone/data jack
- 8.5. Ceiling is tiled drop ceiling
- 8.6. Five areas that contain damage in sheetrock similar to holes caused by a doorknob
- 8.7. 50 nail holes to fill
- 8.8. Wall is textured and painted white
- 8.9. Space is furnished with 20 72" round tables and 200 chairs
- 8.10. Two 4' x 6' whiteboards-need to be removed and reinstalled

Cost: _____

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):

☐ Employer ID Number (EIN)
☐ 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:

☐ Same as Legal Mailing Address

Address:

Address Line 2:

City:

State:

ZIP Code:

6. Contact Name:

Phone Number:

Email Address:

7. ENTITY TYPE

☐ Individual (not a business)

☐ Sole proprietor (Individually owned business) or sole proprietor organized as LLC or PLLC

☐ Corporation (NOT providing health care, medical or legal services)

☐ Corporation (providing health care, medical or legal services)

☐ The US or any of its policital subdivisions or instrumentalities

☐ A state, a possession of the US, or any of their policital subdivisions or instrumentalities

☐ Tax-exempt organizations under IRC §501

☐ Partnership, LLP or partnership organized as LLC or PLLC

8. Business Purpose:

☐ Medical

☐ Merchandise

☐ Legal

☐ 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:

Service Disabled Veteran Owned (VD)

☐

Small Disadvantaged (SD)

☐

Women Owned (WO)

☐

Veteran Owned (VO)

☐

Minority Institution (MI)

☐

HUB Zone (HZ)

☐

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](#)

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: **P21KH002** 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
() -		
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
() -		
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
() -	
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.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address
() -		
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date
<p align="center">AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION</p>		

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
() -		
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		

EXHIBIT A

SAMPLE CONTRACT FOR GOODS AND/OR SERVICES

CONTRACT FOR GOODS AND/OR SERVICES

This Contract ("Contract") is made between the Arizona Board of Regents ("ABOR"), for and on behalf of Northern Arizona University ("University"), and _____ ("Offeror").

WHEREAS the University issued Request for Proposal # _____ for _____.

WHEREAS the Offeror responded with its proposal.

WHEREAS the University awarded a Contract the Offeror.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Contract. Offeror agrees to provide Painting Services ("Services") to include but not limited to prep work, priming, painting, staining, clear coat finishes, and striping for interior and exterior surfaces on new construction, alterations, repairs, parking lots and for routine maintenance.in accordance with the terms and conditions herein and Exhibit A, attached hereto and incorporated herein by reference.

2. Term.

a. The Contract shall commence on _____, for an initial one (1) year period with the option to renew for four (4) additional one (1) year periods for a total term not to exceed five (5) years.

b. The University may terminate the Contract, in whole or in part, with or without cause, upon thirty (30) days written notice to Offeror. Subject to the provision of any Transition Services (as defined below), upon termination, Offeror will refund to the University all prepaid amounts for Services not delivered or performed. If the Contract is terminated pursuant to this section, subject to the provision of any Transition Services, the University will pay Offeror, as full

compensation under the Contract: (1) the portion of Services delivered or performed and accepted prior to the effective date of termination based on the unit prices in the Contract, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (2) a reasonable amount, not otherwise recoverable from other sources by Offeror, and as approved by the University, with respect to the undelivered, unperformed, or unacceptable portion of the Services. In no event will compensation paid previously under the Contract together with compensation paid under this section exceed the total purchase order or Contract price.

c. The University may terminate the Contract, in whole or in part, if Offeror defaults on any of its obligations in the Contract and fails to cure such default within seven (7) days after receiving notice of default from the University. In the event of such a default, the University may procure the Services from other sources and Offeror will be liable to the University for any excess costs the University incurs.

d. 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.

e. Upon termination of the Contract or termination of any Services (regardless of the reason for termination), the parties will work in good faith to transition the terminated Services to the University or its designee(s), with minimum interruption to the University's business. At the University's option, Offeror will continue to provide Services and will provide transition support at rates consistent with the terms of the Contract for a period of no longer than one-hundred and eighty (180) days following the termination date (the Transition Period). Offeror will provide the post-termination Services (the Transition Services) at least at the same levels of quality and timeliness of performance as Services were provided prior to termination, in a professional manner, with high quality, and in accordance with industry standards. The parties may, by written agreement, modify the Transition Services to be provided and the length of the Transition Period.

3. Survival. All provisions of the Contract that anticipate performance after the termination of the Contract, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Contract.

4. Settlement Method and Terms. Payment will be subject to the provisions of Title 35 of the Arizona Revised Statutes (ARS), as amended from time to time, relating to time and manner

of submission of claims. The University's obligation will be payable only and solely from funds appropriated for the purpose of the Contract. After delivery and acceptance of the Services, Offeror will submit an acceptable invoice to the University. Invoices must be itemized, reference the appropriate University purchase order number, and include sufficient detail to document the invoiced amount. The University will pay Offeror for the Services delivered and accepted net 30 days after receipt by the University of an invoice meeting the requirements of this section. Invoices will be electronically delivered to the University's Accounts Payable department by email to AccountsPayable@nau.edu.

6. Independent Contractor. Offeror is an independent contractor. Neither the University nor Offeror may bind the other. None of the Offeror Parties will be employees, agents, partners, or joint venturers of the University. None of the Offeror Parties will be eligible for any benefits from the University, including worker's compensation coverage. Offeror is responsible to the University for compliance with the Contract by the Offeror, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors at all tiers (together with Offeror, the Offeror Parties). Offeror will determine Offeror's hours of work, and will provide all tools, equipment, and supplies Offeror determines to be necessary to deliver and perform the Services. Offeror will maintain all business registrations and licenses required to deliver and perform the Services. Offeror is using its own knowledge, skill, and technical know-how in the delivery and performance of the Services and is not being supervised by the University. The conduct and control of the Services lies solely with Offeror, and the University is interested only in final results.

7. Work Product. All reports, drawings and other work products in any medium produced by Offeror as a part of the Services rendered under this Contract shall be provided to and be the sole property of the University. Offeror shall not release this work product or other information obtained or produced pursuant to this Contract without the prior written consent of the University.

8. Conflict of Interest. The parties agree that this Contract may be canceled for conflict of interest in accordance with A.R.S. § 38-511.

9. Dispute Resolution. If a dispute arises under the Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

10. Arbitration. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

11. Indemnification.

a. Offeror shall indemnify, defend and hold harmless, the University, the State of Arizona, and the Arizona Board of Regents and their employees and agents from all losses, damages, claims, liabilities, costs and expenses (including, without limitation, costs and expenses of litigation and alternative dispute resolution, reasonable attorneys' and paralegals' fees, worker's compensation claims, unemployment compensation claims and unemployment disability claims) arising from any actual or alleged damage to property, injury to any person, or death of any person to the extent that such damage, injury or death arises from any actual or alleged act or omission (including, without limitation, negligence and willful misconduct) of Offeror or any of Offeror's employees, agents or representatives in connection with or incident to performance of this Contract, provided, however, that this indemnification shall not include (i) losses, damages, claims, liabilities, costs and expenses arising from professional errors or omissions of Offeror or any of Offeror's employees, agents or representatives or (ii) losses, damages, claims, liabilities, costs and expenses of the University or the Arizona Board of Regents arising from any obligation undertaken by the University or the Arizona Board of Regents in any contract entered into in connection with the Services of Offeror.

b. Notwithstanding any expiration or termination of this Contract, this indemnification shall remain in effect indefinitely without termination as to acts and omissions actually occurring or alleged to have occurred prior to expiration of termination of this Contract.

12. Non-Appropriation. This Contract may be canceled without any further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. Offeror shall be notified in writing of any such non-appropriation at the earliest opportunity.

13. Inspection. To the extent required by ARS § 35-214, all books, accounts, reports, files and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by ABOR, the 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 the University, or other location as designated by the University, upon reasonable notice to the Offeror.

14. Authorized Presence Compliance. As required by ARS § 41-4401, the University is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Offeror warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A

breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. The University retains the legal right to inspect the papers of any Offeror or Offeror Party employee who works hereunder to ensure that the Offeror or Offeror Party is complying with the above warranty.

15. No Boycott of Israel. If the Services provided under this Contract include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Offeror is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35- 393.01, Offeror certifies it is not currently engaged in, and during the term of this Contract will not engage in, a boycott of goods or services from Israel.

16. Insurance Requirements. Without limiting any liabilities or any other obligations of Offeror, Offeror shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage will be provided with forms and insurers acceptable to the University, until all obligations under this Contract are satisfied.

- a. Worker's Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of the Services, and Employer's Liability insurance with a minimum limit of One Million Dollars (\$1,000,000.) each occurrence.

The policy required by this paragraph a shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and their officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Offeror. This requirement will not apply to: Separately, each Offeror or Offeror Party exempt under ARS § 23-901, AND when such Offeror or Offeror Party signs the appropriate waiver (Sole Proprietor/ Independent Contractor) form.

- b. Comprehensive General Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000) in aggregate. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual and products and completed operations. Said policy shall contain a severability of interests provisions.

The policy required by this paragraph b shall (i) be endorsed to include the State of Arizona, the Arizona Board of Regents, the University, their agents, officials and employees as additional insureds to the extent of the negligence of Offeror and Offeror

Parties and shall stipulate that the insurance afforded Offeror shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents, the University, their agents, officials or employees shall be excess and not contributory insurance to that provided by Offeror, and (ii) 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 Offeror.

- c. Upon request by the University, a Certificate of Insurance acceptable to the University shall be issued to the University as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificate shall identify this Contract and contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days prior written notice has been given to the University.
- d. Failure on the part of Offeror to procure or maintain required insurance shall constitute a material breach of contract upon which 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 University shall be repaid by Offeror to the University upon demand, or the University may offset the cost of the premiums against any monies due to Offeror from the University.
- e. The University reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.
- f. Offeror and its insurers providing the required coverage shall waive all rights of recovery against the State of Arizona, the Arizona Board of Regents and the University, their agents, officials, and employees for claims and other matters covered by the insurance coverage required under Paragraphs a and b. This Paragraph g shall not apply to Offeror as to the professional errors and omissions insurance coverage under Paragraph c and also shall not apply to any insurer to the extent providing insurance of professional errors and omissions.

17. Governing Law and Venue. The Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. The University's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to the Contract will be conducted in Coconino County, Arizona. Each party consents to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum.

18. Public Records. The University, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.
prior to disclosure.

19. Interpretation-Parol Evidence. The Contract is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract will not be relevant to determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

20. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Offeror will not require any University students or employees to waive any privacy rights (including FERPA or the European Union’s General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Offeror will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the University or as otherwise provided by law. If the Contract requires or permits Offeror to access or release any student records, then, for purposes of the Contract only, the University designates Offeror as a “school official” for the University under FERPA, as that term is used in FERPA.

21. 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 (“HIPAA”), 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 Contract, 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 Contract shall control.

22. Americans with Disabilities Act and Rehabilitation Act. To the extent applicable, Offeror will comply with all applicable provisions of the Americans with Disabilities Act, the

Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). 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 ADA Laws. 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.

23. 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.

24. Modifications. This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

25. Assignment. Offeror may not transfer or assign the Contract or any of Offeror's rights or obligations thereunder, either directly or indirectly, or by operation of law, without the University's prior written consent, and any attempt to the contrary will be void.

26. Assignment of Anti-Trust Overcharge Claims. In actual economic practice, overcharges resulting from anti-trust violations are borne by the ultimate purchaser. Therefore, Offeror hereby assigns to the University any and all claims for such overcharges.

27. Prices. All Prices will be as listed in a University purchase order as set forth in Exhibit B. Unless otherwise specified in the Contract: 1) all prices are in US Dollars; 2) prices include any cost for shipping, and handling; and 3) prices will include any travel, labor, interest, import/export fees, and other costs associated with providing the Goods/Services. the University will reimburse Offeror for expenses that are specifically identified in the purchase order. To obtain reimbursement for pre-approved expenses, Offeror must submit all receipts and any required backup documentation to the University within sixty (60) days after the applicable expenses were incurred. If the University agrees to reimburse Offeror for any travel expenses, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with the [University travel policy](#).

28. Taxes. Unless otherwise specified in the Contract, prices will include all taxes and fees, including, without limitation, sales, use, or excise taxes, import duties, value added taxes, permit fees, license fees, or similar charges (Taxes). Taxes do not include the University income taxes or taxes related to the University's employees.

29. Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. In addition, Offeror is responsible to the University for compliance with the Contract by the Offeror Parties. The University recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of the Contract or any other document, other than for employees and contractors acting under the University's direction and supervision, the University is not responsible for any actions of any third parties, including its students.

30. Intellectual Property Ownership. All Intellectual Property (as defined below) that Offeror or any of the Offeror Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including the University, specifically for or at the request of the University in connection with the Contract (Contract IP), will be owned by the University. To the extent any Contract IP is not considered work made for hire for the University (or if ownership of all rights therein does not otherwise vest exclusively in the University), Offeror hereby irrevocably assigns, and will cause the Offeror Parties to so assign, without further consideration, to the University all right, title and interest in and to all Contract IP, including all copyright rights of ownership. Intellectual Property means all the University Data, as defined below, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Offeror will make full and prompt disclosure of the Contract IP to the University. Offeror will, and will cause the Offeror Parties to, as and when requested by the University, do such acts, and sign such instruments to vest in the University the entire right, title and interest to the Contract IP, and to enable the University to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at the University's expense, to cooperate with the University in the protection and/or defense of the Contract IP.

31. Offeror's Intellectual Property. Offeror will retain ownership of its pre-existing Intellectual Property, including any that may be incorporated into the Contract IP, provided that Offeror informs the University in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Offeror hereby grants to the University a perpetual, irrevocable, royalty- free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to the University in the course of performing under the Contract.

32. Data Use, Ownership, and Privacy.

a. The terms of this section apply if Offeror receives, has access to, stores, or analyzes any the University Data (as defined below). As between the parties, the University will own, or retain all of its rights in, all data and information that the University provides to Offeror, as well as all data and information managed by Offeror on behalf of the University, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Contract, even if generated by Offeror, as well as all data obtained or extracted through the University's or Offeror's use of such data or information (collectively, the University Data). the University Data also includes all data and information provided directly to Offeror by the University students and employees, and includes personal data, metadata, and user content.

b. The University Data will be the University's Intellectual Property and Offeror will treat it as the University Confidential Information (as defined below). Offeror will not use, access, disclose, or license, or provide to third parties, any the University Data, except: (i) to fulfill Offeror's obligations to the University hereunder; or (ii) as authorized in writing by the University. Without limitation, Offeror will not use any the University Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, the University's prior written consent. Offeror will not, directly or indirectly: (x) attempt to re-identify or de- aggregate de-identified or aggregated information; or (y) transfer de- identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For the University Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by the University, Offeror will deliver, destroy, and/or make available to the University, any or all the University Data.

33. Nondisclosure 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, the University Data, as well as confidential information of the University necessary to perform and/or provide the Services (collectively, the University Confidential Information). University Confidential Information may include, but is not limited to, confidential and proprietary information supplied to Offeror with the legend "the University Confidential and Proprietary," or other designations of confidentiality. As between Offeror and the University, the University Confidential Information is the sole, exclusive, and valuable property of the University. Accordingly, Offeror will not reproduce or otherwise use any of the University Confidential Information except in the performance or provision of the Services, and will not disclose any of the University 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 University Confidential Information, in all forms and media, in Offeror's possession or under Offeror's control.

Offeror will not disclose or otherwise make available to the University any confidential information of Offeror or received by Offeror from any third party.

Offeror will have no obligation to maintain as confidential the University Confidential Information (other than the University 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 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.

34. Background Checks. Offeror will exclude from any direct participation in Offeror's performance under the Contract, any unqualified persons. In addition, Offeror will, at Offeror's expense, conduct relevant and appropriate background checks and fingerprinting according to the [University's policies](#) on all assigned employees and new hires to ensure that it does not assign any employee or agent to the University who may reasonably be considered to pose a threat to the safety or welfare of the University community or its property. Offeror is required to maintain hereunder, all background and fingerprint information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Offeror will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

35. Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance. Offeror warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Offeror's work under the Contract, Offeror will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Contract.

36. Export Controls. If any of goods provided under the Services are export-controlled under the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, or through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws), Offeror will provide the University with written notification that identifies the export-controlled goods and such goods export classification. None of the work undertaken pursuant to the Contract will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.

37. Business Continuity Plan. If requested by the University, Offeror will provide to the University, within thirty (30) days after such request, a comprehensive plan for continuing the performance of its obligations during a public or institutional emergency (the Business Continuity Plan). The Business Continuity Plan, at a minimum, will address the following: 1) identification of response personnel by name; 2) key succession and performance responses in the event of sudden and significant decrease in workforce; 3) contingency plans for the Offeror to continue the performance of its obligations under the Contract, despite the emergency and 4) if Offeror will store, have access to, or otherwise process any the University Data, a data recovery plan that includes the following: identification of data recovery personnel by name, how the University Data will be recovered, recovery point and recovery time objectives, and steps to be taken to recover the University Data. If the University requires a data recovery plan, upon the University's request, Offeror will provide the University with evidence that Offeror annually tests the data recovery plan. In the event of a Public or Institutional Emergency, Offeror will implement the applicable actions set forth in the Business Continuity Plan and will make other commercially practicable efforts to mitigate the impact of the event. For clarification of intent, Offeror will not be entitled to any additional compensation or extension of time by virtue of having to implement a Business Continuity Plan, unless otherwise agreed to by the University in writing. A Public or Institutional Emergency means a natural or human made event that creates a substantial risk to the public, that causes or threatens death or injury to the general public, or that causes a significant disruption to the day-to-day business operations of the University.

38. Payment Card Industry Data Security Standard. For e-commerce business and/or credit card transactions, Offeror agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Offeror is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard "PCI DSS", Payment Application Data Security Standard "PA DSS" for software and PIN Transaction Security "PCI PTS" for hardware and provide attestation

of compliance annually. The technical solution must include the following:

- a. Offeror maintains their own network operating on their own dedicated infrastructure. Offeror's network includes a firewall that includes access control rules that separate Offeror's PCI network from the University and restricts any communication between Offeror's network devices and the University systems.
- b. Offeror treats the University network as an untrusted network and encrypts all cardholder data traversing the University network using industry standard encryption algorithms.
- c. A system where the University has no ability to decrypt cardholder data.

Devices must be Secure Reading and Exchange of Data "SRED" and PTS 3.x compliant. Europay, MasterCard and Visa "EMV" compliance is required by October 1, 2015.

39. Offeror Identification. Offeror vehicles and personnel will be clearly identifiable when performing Services on University premises. Offeror's employees shall always be in uniform with visible company identification and Offeror's vehicles must be clearly identified with company name, phone number and or logo and with any applicable state license numbers.

40. Parking. 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 <https://in.nau.edu/university-transit-services/>. 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.

41. Permits. 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.

42. Hazard Inspection. University buildings have the potential to house hazards including, but not limited to hazardous building materials, chemical, biological, or physical hazards, or conditions which may become hazardous based on specific work scope or practices. Prior to commencement of any Services Offeror will review, sign, and return a University hazard inspection and communication form. Requests for inspection may be placed by any University employee or by the Offeror at <https://in.nau.edu/facility-services/asbestos-lead-and-pcbs/>, or by contacting the EH&S

Material Safety Office at (928) 523-6435.

43. Performance and Payment Bonds. At the request of the University, Offeror will provide and pay for performance and payment bonds. Bonds will cover the faithful performance (100%) of the Contract and the payment of all obligations (100%) thereunder, in such form as the University may prescribe. Offeror will deliver the required bonds to the University not later than the date of executing the Contract. Offeror will require the attorney in fact who executes the required bonds on behalf of surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power. Surety will be a company licensed to do business in the State of Arizona and will be acceptable to the University. Offeror will increase the bond amount to include any change order, at 100% of the total value amount of each change order.

44. Non-Discrimination. The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will 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 covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

45. Data Protection. Offeror will ensure that all Services undertaken pursuant to the Contract are performed in compliance with applicable privacy and data protection laws, rules, and regulations. In addition, Offeror is responsible to the University for compliance with the Contract by all Offeror Parties. If Offeror will serve as a Processor of the University Data that includes Personal Data of Data Subjects in the European Union, Offeror will cooperate with the University to comply with the GDPR with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents and signing and complying with all documents and agreements reasonably requested by the University, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Contract are defined in the GDPR.

46. Small Business. If subcontracting (Tier 2 and higher) is necessary, Offeror will make commercially reasonable efforts to use Small Business (SB) and Small Diverse Business (SDB) in the performance of the Services. The University may request a report at each annual anniversary date and at the completion of the Contract indicating the extent of SB and SDB participation.

47. Third Party Arrangements. From time to time, the University may enter into arrangements with third parties that may require Offeror to work cooperatively with and/or connect and use infrastructure with third parties. On a case-by-case basis, the University and Offeror will work cooperatively, timely, and in good faith to take such actions as may be necessary or appropriate to give effect to the University's third-party agreements. Offeror will not be bound to terms and conditions of a third party that are different from this Contract unless expressly agreed in writing. If the third party terms and conditions conflict with this Contract's terms, impact Offeror's ability to meet service level agreements of this Contract, or may cause Offeror to incur additional costs, then the parties will enter into good faith negotiations for an amendment to this Contract prior to Offeror agreeing to comply with the third party terms and conditions.

48. Gratuities. Offeror will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Offeror to give or offer a gratuity, to any officer or employee of the State of Arizona 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 Contract. If the University determines that the Offeror has violated this section, the University may, by written notice to Offeror, cancel the Contract. If the Contract is canceled by the University pursuant to this section, the University will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Offeror in providing gratuities.

49. Packaging. Offeror shall package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Offeror's name and address; (b) the University's name, address and purchase order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) The number of the container bearing the packing slip. Offeror shall bear cost of packaging unless otherwise provided.

50. Shipment Under Reservation Prohibited. Offeror shall not be authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of the goods.

51. 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.

52. No Replacement of Defective Tender. Every tender of goods shall fully comply with all provisions of this Contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Offeror shall not have the right to substitute a conforming tender.

53. Title and Risk of Loss. The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point(s) of delivery. Prices shall be F.O.B. Destination. Offeror shall retain title and control of all goods until they are delivered, received and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Offeror. The Offeror shall file all claims for visible and concealed damage. the University shall notify the Offeror promptly of any damaged goods and shall assist the Offeror in arranging for inspection. Notice of rejection may be made to the Offeror at any time within one month after delivery has been made. When supported by a written statement from the University, the Offeror shall not dispute its claims of damage.

54. Inspection. Offeror will supply the Services to the University exactly as specified in the Contract and applicable purchase order. The Services will meet the highest and best industry practices. The University will have the right to inspect any Services prior to and a reasonable amount of time after delivery. If the University determines that any Services are incomplete, defective, or not in compliance with the specifications or other requirements of the Contract, the University may reject such Services in whole or in part.

55. Warranties. In addition to any implied warranties, Offeror warrants to the University that: 1) the Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; 3) Offeror will comply, and will be responsible for ensuring Offeror Parties comply with all applicable laws, rules, and regulations, including any policies of ABOR and the University, in the performance of the Contract; 4) Offeror owns or has sufficient rights in the Services that they do not infringe upon or violate any intellectual property of any third parties, and are free and clear of any liens or encumbrances; 5) any data, code, or software developed or delivered by Offeror to the University will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; 6) all sensitive data, personal data, and personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII) provided by Offeror to the University was obtained legally and Offeror has obtained all requisite permissions from the individuals whose PII is being provided for (a) Offeror to provide the PII to the University, and (b) the University to use the PII for the purposes and in the jurisdictions set forth in the Contract; 7) the prices of Services in the Contract are the lowest prices at which these or similar goods or services are sold by the Offeror to similar customers in similar quantities. In the event of any price reduction between execution of the Contract and delivery of the Services, the University shall be entitled to such reduction, and 8) all Services delivered by Offeror will conform to the specifications, drawings, and descriptions set forth in the Contract and applicable purchase order, and to any

samples furnished by Offeror. In the event of a conflict among the specifications, drawings, samples, and description, the specifications will govern.

56. Sales and Use Tax. The Offeror shall comply with and require all Offeror Parties 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 Offeror Party 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.

57. 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.

58. 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.

59. Liquidated Damages. The University and the Offeror agree that in the event that the Offeror fails to perform under this Contract, the University shall be damaged. The extent of the damage is very difficult to calculate. Therefore, the Offeror agrees to pay the University liquidated damages if the agreed upon delivery and installation dates shall not be met and liquidated damages are specified on the purchase order.

60. Service Marks and Trademarks. For purposes of this provision, the phrase "the University 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 the University 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 Contract, Offeror is not permitted to use any the University Mark without prior written approval of the University. Prior to any use of an the University Mark by Offeror or its affiliates or successors or assigns, Offeror will comply with the University's Licensing Policy

<http://nau.edu/licensing>.

61. 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 statutes.

62. 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 the University residential facilities (whether managed by the University or another entity), in all the University vehicles and at all the University or the 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 University Police Department. Notification by Offerors to all persons or entities who are employees, officers, subcontractors, Offerors, agents, guests, invitees, or licensees of 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.

63. 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. Use of all tobacco products, including those not approved by the FDA for cessation is prohibited on the University property, facilities, grounds, parking structures, the 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/>.

64. Essence of Time. Time shall be of the essence as to matters related to this Contract.

65. COVID-19 Pandemic. When providing services on University owned or leased property, Offeror shall and shall cause its subcontractors to abide by the CDC guidelines for COVID-19 safety and ensure 1) face masks or cloth face coverings are worn at all times, 2) health screenings are conducted daily for all Offeror and subcontractor employees, 3) ill employees are not assigned to provide services and 4) the University's [Risk Management](#) department is notified within 24 hours, if an employee reports i) being tested for COVID-19 or ii) testing positive for COVID-19 and for cases follow all CDC guidance for quarantine or isolation. Do not provide personally identifiable information of the employee in the notification, an official representative will follow-up if needed.

66. Federal Funding Provisions. If a purchase order issued for a Service performed under this Contract involves the use of United States federal funds, including from a government

grant or funds from a subcontract at any tier relating to a federal government grant, the following terms apply to the Contract:

a. **Byrd Anti-Lobbying Amendment.** If the Contract is for \$100,000 or more, Offeror will file the certifications required by 31 U.S.C 1352 and associated regulations. Each tier certifies to the tier above that it will not or 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 of 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 31U.S.C. 1352. Each tier will 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 University.

b. **Debarment & Suspension.** Offeror represents and warrants that neither it nor any of its subcontractors supplying the Services have either directly or indirectly or through subcontractors, been suspended, debarred, or otherwise excluded from participation in or penalized by any federal or state procurement, non-procurement, or reimbursement program. Offeror affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing work under the Contract. Offeror will provide immediate written notice to the University upon learning that it or any of its subcontractors are under any investigation or proposed action that could result in such exclusion, suspension, or debarment.

c. **Rights to Inventions Made Under a Contract.** If this Contract is a “funding agreement” under 37 CFR 401.3, the Parties agree to incorporate by this reference the standard patent rights clause found in 37 CFR 401.14 and any implementing regulations issued by the awarding agency.

d. **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** To the extent any of the provisions of 2 CFR Appendix II to Part 200 apply to this Contract, such provisions are incorporated by reference.

67. Government Subcontract Provisions. If a purchase order issued for a Service performed under this Contract is a subcontract under a U.S. government prime contract, the clauses referenced below of the Federal Acquisition Regulations (FAR) and the Defense Federal Acquisition Regulations (DFAR), or the Armed Services Procurement Regulations (ASPR) are incorporated into the Contract by this reference. Each regulation contains criteria for determining applicability of the regulation to a particular contract.

In the following clauses, the terms "Government" and "Contracting Officer" will mean the University; the term "Contract" will mean the Contract and the term "Contractor" will mean Offeror. Offeror will comply with all applicable federal laws and regulations, including but not limited to Uniform Guidance (2 CFR Part 200) and Debarment and Suspension (45 CFR 620).

For purchases funded with federal funds, the following provisions are incorporated into the Contract by reference where applicable and form a part of the terms and conditions of the Contract. Offeror agrees to flow down all applicable clauses to lower-tier entities.

Federal Acquisition Regulations (FAR)**

52.202-1 Definitions

52.203-3 Gratuities

52.203-5 Covenant Against Contingent Fees

52.203-6 Restrictions on Subcontractor Sales to the Government 52.203-7 Anti-Kickback Procedures

52.203-12 Limitation on Payments to Influence Certain Federal Transactions 52.204-2 Security Requirements 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

52.211-15 Defense Priority and Allocation Requirements 52.214-27 Price Reduction For Defective Cost or Pricing Data 52.215-1 Instructions to Offerors—Competitive Acquisition.

52.215-2 Audit and Records - Negotiation 52.215-12 Subcontractor Cost or Pricing Data 52.215-13 Subcontractor Cost or Pricing Data – Modifications 52-215-14 Integrity of Unit Prices 52-219-8 Utilization of Small Business Concerns 52-219-9 Small Business Subcontracting Plan

52.222-1 Notice to the Government of Labor Disputes

52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation 52.222-6 Davis-Bacon Act [Construction Wage Rate Requirements]

52.222-20 Walsh Healey Public Contracts Act [Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.]

52.222-21 Prohibition of Segregated Facilities 52.222-26 Equal Opportunity 52.222-35 Equal Opportunity for Veterans

52.222-36 Equal Opportunity for Workers with Disabilities 52.222-37 Employment Reports on Veterans

52.222-40 Notification of Employee Rights Concerning Payment of Union Dues or Fees 52.222-41 Service Contract Act of 1965, as Amended

52.222-50 Combating Trafficking in Persons

52.223-3 Hazardous Material Identification and Material Safety Data 52.223-6 Drug-Free Workplace 52.225-1 Buy American Act – Supplies

52.225-13 Restrictions on Certain Foreign Purchases 52.227-1 Authorization and Consent (Alt I in all R&D) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement 52.227-3 Patent Indemnity 52.227-10 Filing of Patent Applications--Classified Subject Matter 52.227-11 Patent Rights – Ownership by the Contractor (Alt I-V) 52.227-13 Patent Rights - Ownership by the Government 52.227-14 Rights in Data – General 52.233-1 Disputes 52.242-1 Notice of Intent to Disallow Costs 52.242-15 Stop-work order 52.243-1 Changes - Fixed Price (43.205 (a) (1) Alts may apply) 52.243-2 Changes - Cost Reimbursement (43.205 (b) (1) Alts may apply) 52.244-2 Subcontracts 52.244-5 Competition in Subcontracting 52.244-6 Subcontracts for Commercial Items 52.245-2 Government Property – Installation Operation Services 52.246-15 Certificate of Conformance 52.247-63 Preference for U.S. Flag Air Carriers 52.247-64 Preference for U.S. Flag Commercial Vessels 52.249.1 Termination for Convenience of the Government (Fixed Price) less than simplified acquisition threshold 52.249-2 Termination for Convenience of the Government (Fixed Price) more than simplified acquisition threshold 52.249.4 Termination for Convenience of the Government (Services) 52.249-5 Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions) 52.249- 14 Excusable Delays

Defense Federal Acquisition Regulations (DFAR)** DFAR CIT. TITLE

252.203-7001 Prohibition on Persons convicted of Fraud or Other Defense-Contract-Related Felonies 252.222- 7000 Restrictions on Employment of Personnel 252.225-7000 Buy American Act and Balance of Payments program 252.227-7013 Rights in Technical Data and Computer Software 252.227-7016 Rights in Bid or Proposal Information 252.227-7018 Rights in Noncommercial Technical Data and Computer Software 252.227-7019 Validation of Asserted Restrictions – Computer Software 252.227-7037 Validation Technical Data 252.243-7001 Pricing of Contract Modifications 252.244-7000 Subcontracts for Commercial Items and Commercial Components

*Full text of the FAR clauses can be found at <http://www.arnet.gov/far>

**Full text of the DFAR clauses can be found at <http://farsite.hill.af.mil/VFDFARs.htm>

SIGNATURES ON FOLLOWING PAGE

WHEREFORE, the parties have executed this Contract on the date set forth below.

ARIZONA BOARD OF REGENTS
for and on behalf of
Northern Arizona University

OFFEROR

By_____	By _____
Name_____	Name _____
Title_____	Title _____
Date_____	Date: _____

EXHIBIT A

1. General

- a. Except in documented emergency situations, no work shall be performed prior to the issuance of a University Purchase Order issued by the University's Purchasing department and a Work Order issued by the University's Facility Services department.
- b. Any and all change orders require written approval from the University's Facility Services before proceeding.
- c. Normal business hours for Services are 8:00 AM to 5:00 PM, Monday through Friday.
- d. Any damage to University or student property related to negligence caused by the Contractor will be immediately repaired, restored, or remedied within thirty (30) days of the incident at no cost to the University. The University reserves the right to repair the damage or remedy the negligence at Offeror's cost.
- e. Offeror shall comply with all procedural instructions issued by the University's Facility Services department.
- f. Offeror will adhere to the [University's Technical Standards](#).
- g. Must maintain valid State of Arizona CR-34.
- h. The University will not guarantee any minimum purchase volumes of any kind under this Contract.
- i. Offeror's employees must sign in and out as instructed by the University's Facility Services department each day and time they are on campus, during normal working hours.
- j. Access cards or keys are required for entry will be provided by the University's Facility Services department. Offeror will not access any buildings without utilizing authorized access card or key and will not enter by use of any other

access card. When signing out keys or access cards by Offeror is required, the Offeror accepts sole responsibility should they be lost or stolen while in their possession. Any cost associated with replacement and or re-keying is the responsibility of the Offeror.

- k. Offeror will appoint an experienced supervisor to ensure high quality performance and serve as point of contact for the University.
- l. Upon completion of work, the area will be left in the same clean condition as originally found. Offeror will be responsible for any cleanup cost required by the University.
- m. Equipment cleanup is allowed only at areas designated by the University's Facility Services department. Bathroom or kitchen sinks, showers, bathtubs, urinals, or toilets are never to be used for equipment cleanup or disposal. Local storm water laws prevent the discharge into storm water drains, or in other outside locations.
- n. Work that involves an open flame must be approved by the University's Facility Services department prior to the start of the work.
- o. All inquiries about Offerors work will be referred to the University's Facility Services department.
- p. Offeror shall communicate with the University's Facility Services department only regarding work and will not volunteer any recommendations, opinions, feedback or other comments to anyone other than Facility Services regarding their work.
- q. Offeror shall return articles found by its employees to the University's Facility Services department for processing according to the University's lost and found policy.
- r. Offeror's access to, or use of, University facilities is strictly limited to the listed locations and areas needed to perform work.
- s. Physical, verbal or sexual harassment of any University student, faculty, staff, client or visitor is strictly prohibited. Violation of this policy will be cause for immediate removal of the employee.

- t. All work will be inspected and approved by the University's Facility Services department.
- u. Offeror will provide all training, supervision, labor, material, and equipment necessary to complete the Services.
- v. The Offeror will be responsible for meeting with the University's designated representative at the beginning and end of each day to schedule work, to discuss problems, and to evaluate the day's accomplishments.

2. Performance of Services

- a. Paint is to be applied according to the manufacturer's instructions. If there are any pre-existing conditions, these must be documented with a digital camera with a time-date stamp and provided to the University's Facility Service department in advance of commencement of Services. Upon inspection of completed Services, any areas with marks/sags/drips or areas where paint has been applied over nails, tacks, pushpins, tape, fire safety equipment, etc., or any evidence of improper application are evident after painting, paint reapplication/removal will be required at no additional cost to the University.
- b. "Wet Paint" signs must be posted conspicuously in and around areas where work is in progress and taken down when dry to the touch.
- c. All paint must be applied by roller or brush. Spray painting is not permitted unless approved by the University's Facility Services department prior to the start of providing Services.
- d. Offeror will apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- e. All furniture shall be moved and properly covered to protect it from damage.
- f. All window treatments shall be removed from drapery rods or fasteners before painting and neatly folded and stored so as not to wrinkle or damage the treatments. They are to be re-hung after painting is completed.

- g. All carpeting and furnishings are to be covered to prevent paint damage. All permanent signage removed and reinstalled where possible.
- h. Offeror will repair inherent defects such as ridges, bumps, rises, dips, low spots, cracks, holes, and joints before painting.
- i. Surface preparation includes, but is not limited to scraping, plastering, spackling, nailing loose boards, and moldings where needed.
- j. Offeror is responsible for removing and filling holes left by any foreign items, such items include but are not limited to nails, tacks, tape, and pins before painting.
- k. Offeror will not paint over items to include but not limited to hardware, hinges, switches, receptacles, cords, and lines.
- l. Offeror will immediately remove all excess paint from area to include but not limited to baseboards, carpets, windows, window frames, and tile floors and ensure that such removal causes no damage to any surfaces.
- m. Areas which have been spackled or plastered will be properly sanded to "feather the edge" and match existing wall surface and must be given a primer coat before the area is painted.
- n. Paint failure due to poor surface preparation or inferior products will be rejected reapplied at Offeror's expense.
- o. Offeror will contact the University's Facility Services department prior to beginning work if major damage is discovered.
- p. Offeror will notify the University's Facility Services department prior to commencing work in a room scheduled for painting that is found to be currently occupied and/or contains any personal belongings if not otherwise noted on the Work Order.
- q. Where graffiti, or other stains are present, care will be taken to properly prepare the surface so that the marks do not "bleed through". All such areas will be painted with a proper sealer coat prior to application of the final coat.

- r. Offeror will return all furniture to original location immediately after room(s) are painted and dried to the touch.
- 3. Storage
 - a. Offeror will provide its own locked and secured storage facility.
 - b. Used rags, waste, and empty containers will be removed from the site each night.
 - c. Offeror will be responsible for lost or stolen material from its storage locations.
 - d. Offeror will provide at least one NFPA-approved Class 2B fire extinguisher for each 200 square feet of area occupied by paint storage and mixing. Each extinguisher must be located within 50 feet of the storage area, accessible in the presence of a fire without undue danger to the operator.
- 4. Safety
 - a. Offeror will take all deliberate steps to ensure that its employees and any member of the University community are protected from any painting/cleaning chemicals (fumes, spills, or use as specified by manufacturer) used in the performance of any contractual duties and responsibilities.
 - b. No alarm will be blocked by any means, such as with tape or plastic bags and no alarm panel will be turned off without prior approval from the University's Facility Services department.
 - c. Offeror will adhere to industry best practice regarding the use of appropriate tools, chemicals and materials. All work on site is to be performed safely in accordance with all OSHA standards. All items must be widely accepted as safe yet highly effective for the intended use. It is the responsibility of the Offeror to enforce its safety program.
- 5. Materials
 - a. The University reserves the right to purchase materials for any project.

- b. All materials will be in original, clearly labeled, sealed manufacturer's containers.
- 6. Records

The Offeror is responsible for maintaining an accurate written record of square footage and rooms/areas being painted and submitted daily. Each area, room, suite or apartment will be listed on the invoices.

7. Schedule

- a. Billable time will start upon arrival to the job site and end upon departure from the site.
- b. The University reserves the right to adjust, change, or modify the work schedule(s) as conditions dictate without liability.
- c. Any work required to be performed outside of normal business hours will be arranged in advance with the University's Facility Services department.
- d. Residence Hall access is strictly prohibited without a minimum 48 hours' notice. To request access into a Residence Halls, submit a request to the University's Facility Services department in accordance with instructions provided with the project request.

EXHIBIT B

PRICING