



Purchasing Department Arizona Western College
 PO Box 929 Yuma AZ 85366
Purchasing@azwestern.edu phone (928) 314-9515

Vendor Service Proposal to Arizona Western College

Date: _____

Person/Dept. submitting form _____

Vendor Name:		
Printed Name:	Title:	
Mailing Address:		
City:	State:	Zip:
Phone:	Fax:	
E-Mail Address:		Date(s) of Service:

Scope of work: _____

Proposal amount \$ _____

Attach proposal with expense breakout to include materials and tax and any other expenses being requested for payment. Also attach copy of license to do business and/or any certifications to qualify performing the service.
 Total sum offer for service to include all shipping and handling costs if applicable. Meals and lodging are subject to the Arizona State Travel reimbursement guidelines limits and eligibility. Lodging up to \$94.00 and meals \$45.00 daily (\$9 breakfast, \$12 lunch, \$24 dinner).

Will any part of the work/service be subcontracted out to another party? If so which scope and who is the subcontractor (s). _____

All prices quoted must be valid for 90 days from date of signature, and must be willing to accept a Purchase Order. A Purchase Order requires payment via ACH/Electronic Check processing.

Risk Management will need to be aware of any vendors scheduled to come to campus and their insurance must be received and approved no less than 10 days before work is to commence. Insurance requirements must be met in order to receive a parking pass from Campus Police.

Please sign and e-mail this proposal to finalize the services to Purchasing@azwestern.edu

Please include your W9 and Proof of Insurance with Proposal

Please see description below of insurance requirements and T&C

Terms & Conditions

ACKNOWLEDGEMENTS AND ACCEPTANCE:

If any of Vendor's terms of sale are not in agreement with the terms of this purchase order, the terms herein shall govern unless Arizona Western College (AWC) accepts Vendor's terms in writing. No oral agreement or other understanding shall in any way modify this order or the terms or conditions hereon. Vendor's action in (a) accepting this order, (b) delivering materials or, (c) performing services called for hereunder shall constitute an unqualified acceptance of the terms and conditions hereon.

INDEMNITY:

To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold harmless Arizona Western College and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney fees and/or litigation expenses, which may be brought or made against or incurred by Arizona Western College, its officers, agents, employees or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by Vendor and/or its employees, agents, representatives, or subcontractor or in whole or in part out of the failure of or defects in the equipment.

INSURANCE

Before the commencement of any services, finalization of this contract and to receive a parking pass, the Vendor must provide the College proof of insurance coverage with certificates of insurance identifying this Agreement by number and name. It is agreed that such coverage shall be and constitute primary coverage pursuant to Arizona law. The insurance coverage shall be effective at all times during the service period. The policy of insurance shall be written as (1) primary and be non-contributing to any coverage of Arizona Western College; (2) the Vendor shall waive the right of subrogation or similar rights and (3) endorse policy naming Arizona Western College and its officers, employees, agents and representatives as additional insured's. Arizona Western College will not sign any agreement/contract that releases the vendor from all liability.

Additional coverage might be required such as Professional Liability, Cyber and Data Security Liability and Sexual Abuse and Molestation Coverage. All required insurance policies, except Workers' Compensation and Professional Liability must endorse the College as Additional Insured and include Waivers of Subrogation. All insurance policies are subject to approval by the College. The Vendor must give the College 30 days of written notice before canceling any policy. The Vendor's failure to furnish evidence of insurance may be considered a breach. All certificates are to be sent to the following and show this information in Certificate Holder and as Additional Insured:

Arizona Western College
PO Box 929 Yuma, AZ 85366-0929

- The Vendor must carry **Commercial General Liability** insurance with an unimpaired limit of not less than **\$1,000,000.00** for each occurrence with a **\$2,000,000.00** General Aggregate Limit.
- The Vendor must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than **\$1,000,000.00** for each occurrence on all vehicles and mobile equipment whether owned or leased, in the performance of the work or services under this Agreement.
- Vendor must carry **Worker's Compensation Insurance** on qualified employees to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than **\$100,000.00** for each accident, **\$100,000.00** disease for each employee, and **\$500,000.00** disease policy limit. If not required by law to have workers' compensation insurance a statement of the exception to reject the coverage must be provided.
- The Vendor must require sub-contractors to provide Worker's Compensation and Employer's Liability.
- If hazardous materials or wastes are transported, CA 9948 endorsement must be included and **\$3,000,000.00** per accident limits for bodily injury and property damage will apply.
- In the event, any of the above insurance policies are written on a "claims made" basis, insurance coverage must be in effect the entire time of services with no gap in coverage and have tail coverage or policy that must extend for at least three years past the coverage policy when the service was completed.

Requests for changes in the insurance requirements must be submitted to the Director of Risk Management at least 10 business days.

The amount and types of insurance coverage required above does not limit the scope of indemnity in this paragraph.

The Vendor must purchase and maintain the stipulated minimum insurance with companies duly licensed to do business in the State of Arizona. All policies and forms must be satisfactory to the College. The preferred insurance certificate is an ACORD 25 (2010/05) and should be accompanied by ISO Endorsement form CG 20 10 11 85. Risk Management will be the final acceptance authority on all insurance proof submitted. ***(Use of alternative insurers requires prior approval.)***

INSPECTION:

All articles or equipment are subject to inspection and test at place of destination by AWC representative. Items failing to meet the requirements of this order, safety or any other reasons AWC deems may be refused and/or returned to Vendor with cost of transportation, unpacking, inspection, repacking, reshipping, or other like expenses to be the responsibility of the Vendor.

SPECIFICATION CHANGES:

AWC shall have the right by a written order to make changes to this agreement to accommodate acceptable model changes in the event of model discontinuance. Any agreement for adjustment must be asserted in writing within 10 days from when the change is ordered. Nothing in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

INVOICE AND SHIPMENTS:

Invoices must contain purchase order numbers and should be mailed at the time of each shipment unless otherwise specified. If invoice is subject to cash discount, the discount period will be calculated from the date of receipt of claim or material, whichever is later. AWC is not responsible for payment of finance service charges for payments processed within 30 days of invoice due date. Vendor owns all goods in transit and bears all freight costs.

By signing below I agree to the terms and conditions.

Company Name

Printed Name of Authorized Person

Signature

E-Mail Address of Signer

Date