



September 21, 2020

REQUEST FOR PROPOSAL
ARIZONA BOARD OF REGENTS
REQUEST FOR EXECUTIVE SEARCH CONSULTANT SERVICES

RFP 2021003

DUE: 2:00 P.M. MST, TUESDAY, OCTOBER 13, 2020

Deadline for Inquiries	5:00 P.M., MST, MONDAY, OCTOBER 4, 2020
Time and Date Set for Closing	2:00 P.M., MST, TUESDAY, OCTOBER 13, 2020

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PROPOSAL ACKNOWLEDGEMENT RECEIPT

Request for Proposal number: RFP 2021003

Request for Proposal description: Executive Search Consulting Services

Complete, sign, and submit this Proposal Acknowledgement Receipt to the Arizona Board of Regents at mary.adelman@azregents.edu.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		Fax 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

The Arizona Board of Regents (ABOR) is requesting sealed offers from qualified firms and/or individuals to provide executive search consultant services to identify and recruit qualified prospects and candidates for the position of President of Northern Arizona University and to advise the Board on selection and hiring procedures, as further described in this Request for Proposal.

Offers shall be received at the ABOR office located at *2700 N. Central Ave., Suite 850, Phoenix, AZ 85004* until **2:00 P.M., Arizona Local Time, on October 13, 2020** at which time a representative of ABOR shall announce publicly the names of those firms submitting Offers. The proposal opening will be virtual. Contact Mary Adelman for the virtual meeting information. 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 Mary Adelman (Director, Administration) and to no other office or individual at ABOR or the university. ABOR may answer informal questions orally. ABOR 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 ABOR. 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 ABOR at:

Mary Adelman
Director, Administration
602-229-2523
mary.adelman@azregents.edu

SECTION B BACKGROUND INFORMATION AND TIMELINE

The Arizona Board of Regents (ABOR) is the governing body for Arizona State University (ASU), Northern Arizona University (NAU), and the University of Arizona (UA). The ABOR Executive Director and the university presidents report to a twelve-member Board of Regents that is appointed by the Governor of Arizona. Funding for the universities is obtained from state appropriations, local and sponsored funds. Additional information on ABOR may be accessed from the following link: <http://azregents.edu/>.

ABOR seeks to engage an executive search consultant to provide services in connection with its search for an individual to assume the position of President of Northern Arizona University.

The successful presidential candidate must be an accomplished leader and seasoned administrator with extensive experience in university leadership and administration. The successful candidate also must have the skills necessary to leverage the success of the university for the benefit of the Flagstaff community and the state of Arizona.

Leading presidential prospects will have records of distinguished achievement in higher education or related fields of endeavor. Leading presidential prospects will also have a keen ability to articulate and advance the university's mission and purpose in collaboration with faculty, students, staff, and in concert with Arizona State University and University of Arizona. They must also be able to effectively communicate the needs, achievements, and contributions of the university to the Board of Regents, the legislature, the Flagstaff community and the citizens of Arizona.

In connection with this presidential search, the search consultant selected by the Board will report directly to the Co-Chairs of the Search Advisory Committee and will be expected to provide the following services:

1. Recommend an approach for recruiting, screening, and evaluating prospects (search methodology).
2. Provide active outreach to and solicitation of individuals with superior qualifications to encourage them to become part of the pool of prospects.
3. Maintain all applications, resumes, and related materials and any related information in a manner both consistent with the requirements of state and federal law and ABOR policy and procedures and designed to protect and preserve the confidentiality of all prospects for the position.
4. Convene meetings with and engage in active and ongoing interaction throughout all stages of the recruitment and selection process with members of the Board and the Search Advisory Committee.
5. Prepare and present interim progress reports to the Board and the Search Advisory Committee as requested.

6. Facilitate Search Advisory Committee meetings with prospects and Board interviews with candidates and assist in finalizing the terms and conditions of employment for the successful candidate, if asked to do so.
7. Conduct reference and background checks.
8. Contact media representatives, as requested.
9. Assist in community and public outreach as requested by the Search Committee Co-Chairs, including presentations to and information gathering from interested constituencies.
10. Develop a demographic composite of individuals the Search Advisory Committee reviewed as part of the search process.
11. Prepare other search reporting and documentation as necessary to support, conduct and defend the search.

This Agreement is non-exclusive and ABOR reserves the right to continue to identify prospects independently of any successful proposer. Any prospects identified by ABOR at the time of award will be disclosed to the successful proposer.

PROJECTED TIMELINE

September 21, 2020	RFP Release and Advertising
October 4, 2020	Deadline to Submit Questions
October 13, 2020	Proposal Due Date
October 19-22, 2020	RFP Evaluation/Finalist Interviews
October 23, 2020	Award Contract
October 29, 2020	Finalize Contract
October 30, 2020	First Search Advisory Committee Meeting
November 5, 2020	Update Board on Search

SECTION C INSTRUCTIONS TO OFFERORS

1. All solicitations shall be performed under the direct supervision of ABOR Director, Administration and in accordance with board policies.
2. Offer shall be submitted in the format shown in Section D, Offer Format. Offers in any other format may be rejected. Conditional Offers shall not be considered. Offer must be signed by an authorized individual. An Offer that is not signed may be rejected.
3. Offers to be submitted as:
 - 3.1. One complete Offer, printed and bound, clearly marked as original;
 - 3.2. Four printed and bound copies; and
 - 3.3. Two copies of the complete Offer each on a separate electronic storage device.

4. Submit Offer sealed and marked as follows:

Offeror's Name
Offeror's Title
RFP Number
Date And Time Offer Is Due

5. No telephonic, solely electronic, or facsimile Offer shall be considered. Offers received after the date and time set for opening will be rejected. ABOR reserves the right to extend the time and date set for opening.
6. 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.
7. Definitions:
 - 7.1. "Award" - means the earliest of: (a) issuance of a Notice to Proceed; (b) execution of a Contract between ABOR and the successful Offer(s); or (c) authorization to Contract provided by ABOR for such purpose.
 - 7.2. "Contract" - shall mean the agreement entered into between ABOR and the successful Offeror as a result of this RFP.
 - 7.3. "May" - indicates something that is not mandatory but permissible/desirable.
 - 7.4. "Offer" - shall mean the proposal from an individual or firm for the provision outlined in this RFP.
 - 7.5. "Offeror" - shall mean a person or firm submitting an Offer in response to this RFP.

- 7.6. "Shall", "Must", "Will" - indicate mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive.
- 7.7. "Should" - indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, ABOR may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.
8. It is ABOR'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 ABOR.
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 ABOR Director, Administration concurs, this information shall be considered confidential and not public information. The ABOR Director, Administration 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 ABOR at the time the Offer is opened.
12. ABOR 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. ABOR has the right to hold Offer for a period of ninety 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. ABOR reserves the right to conduct discussions and negotiations with the Offeror, to accept revisions to the Offer, and to negotiate price changes. ABOR shall not disclose any information derived from Offer or from discussions with other Offerors prior to Contract Award.
14. ABOR may request an interview or presentation be given to a selection committee. ABOR will schedule all interviews and presentations and in the event one is scheduled, evaluation criteria and scoring may be included in the presentation invitation.
 - 14.1. If an interview or presentation is to be held virtually, ABOR will indicate format and information required to provide such presentation to the selection committee.
15. The Offeror may submit requests for changes or additions to ABOR terms and conditions set forth in Section F, Terms and Conditions. Any such changes must be submitted with

the Offer as required in Section D, Offer Format, or the Offeror will have waived the right to object or add to ABOR'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 ABOR's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to ABOR terms and conditions may, if ABOR 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 ABOR shall become a binding part of a resulting Contract.
17. The successful Offeror(s) will be required to enter into a Contract with ABOR. ABOR's terms and conditions shall be incorporated into the resulting Contract. The Contract shall not bind nor purport to bind ABOR for any Contractual commitment in excess of the original Contract period.
18. ABOR is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the Offeror shall make every effort to use SB & SDB in the performance of the Contract.
19. Requests for clarification of information shall be received no later than October 4, 2020. If applicable, addenda shall be issued to each Offeror of record. Failure to request clarification within the 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. ABOR will not guarantee any minimum purchase volumes of any kind from the resulting Contract.
25. ABOR shall not reimburse the Offeror for costs associated with responding to this RFP.
26. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions, and boards. In addition, eligible municipalities, counties, universities, political subdivisions, and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant Contract, applicable entities must have entered into a cooperative purchasing agreement with either ABOR for and on behalf of the universities or the State of Arizona pursuant to A.R.S. § 41-2632.
27. ABOR 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 the Offeror feels the process did not follow established policies and qualifies as an interested party, the Offeror may file a protest pursuant to ABOR procurement policy, Section 3-809. ABOR 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.
28. Protests shall be received at the ABOR office located at 2700 N Central Ave, Suite 400, Phoenix, AZ 85004.

SECTION D OFFER FORMAT

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

1. Completed and signed Conflict of Interest Certification (refer to Section H).
2. Completed and signed Legal Worker Certification (refer to Section I).
3. Completed and signed Anti-Lobbying Certification (refer to Section J).
4. Completed and signed Federal Debarred List Certification (refer to Section K).
5. Completed and signed Participation in Boycott of Israel (refer to Section L).
6. Offeror's Qualifications and Experience (refer to Section E.1).
7. Project Resources (refer to Section E.2).
8. Client References (refer to Section E.3).
9. Method of Approach (refer to Section E.4).
10. Quality Assurance (refer to Section E.6)
11. Other Services (refer to section E.7)
12. Fee Schedule (E.5).
13. Exceptions to the Terms and Conditions of the RFP (refer to Section F).

SECTION E REQUIREMENTS

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

Provide a detailed response to each requirement in Section E, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, indicate ability to comply with and/or agreement to the numbered requirement. The Offeror is encouraged to provide any additional information that is not specifically identified in this RFP. The response should be straightforward and limited to facts, solutions to problems, and plans for proposed action. The use of technical language should be minimized and used only to describe a technical process.

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 years in providing similar services as described herein. Describe in detail the search Offeror has done in the past three years.
- 1.2. If selected for negotiations, the Offeror may be required to provide the last two years of audited financial statements.
- 1.3. Describe the material issues of any current legal actions against the Offeror including, but not limited to, parties of dispute, jurisdiction, and date of legal complaint.
- 1.4. Provide a list of higher education clients for whom senior administrative searches have been conducted by proposer in the past three years, including the name, address and phone number of the primary contact person for each.

2. PROJECT RESOURCES

- 2.1. Provide a narrative description of proposer's capacity to provide these services, and the location, mailing address, and phone number of the office that will coordinate this activity.
- 2.2. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. ABOR reserves the right to review Offeror's staff assigned for relevant qualifications and experience.
- 2.3. Offeror shall provide information regarding the staffing and lines of authority for the key personnel to be used in the implementation and ongoing management of the project. The relationship for the project leader to management.

2.4. Provide the names, email addresses and background summaries of: 1) a senior representative of Offeror to serve as primary contact the to the Search Advisory Committee; and 2) all other individuals who will perform services at each phase of the process an the roles that each will be assigned.

2.5. Provide a proposed search timeline and steps required for services requested.

3. CLIENT REFERENCES

Provide, at minimum, three references identifying clients with requirements similar to those of ABOR. These references must be administered by the same office you intend to use for the services requested in this RFP. Provide the company name, contact person, address, email, telephone number and the number of employees covered by the services provided. ABOR reserves the right to contact additional references not provided by the Offeror. Preference may be given for those references, which are most similar to ABOR.

Offeror should list institutions, contact name, telephone number, and date of termination for institutions terminating your services during the past three years.

4. METHOD OF APPROACH

Provide a detailed description of your method of approach.

4.1. Recommend an approach for recruiting, screening, and evaluating prospects (search methodology).

4.2. Provide active outreach to and solicitation of individuals with superior qualifications to encourage them to become part of the pool of prospects.

4.3. Maintain all applications, resumes, and related materials and any related information in a manner both consistent with the requirements of state and federal law and ABOR policy and procedures and designed to protect and preserve the confidentiality of all prospects for the position.

4.4. Convene meetings with and engage in active and ongoing interaction throughout all stages of the recruitment and selection process with members of the Board and the Search Advisory Committee.

4.5. Prepare and present interim progress reports to the Board and the Search Advisory Committee as requested.

4.6. Facilitate Search Advisory Committee meetings with prospects and Board interviews with candidates and assist in finalizing the terms and conditions of employment for the successful candidate, if asked to do so.

4.7. Conduct reference and background checks.

4.8. Contact media representatives, as requested.

- 4.9. Assist in community and public outreach as requested by the Search Committee Co-Chairs, including presentations to and information gathering from interested constituencies.
- 4.10. Develop a demographic composite of individuals the Search Advisory Committee reviewed as part of the search process.
- 4.11. Prepare other search reporting and documentation as necessary to support, conduct and defend the search.

5. FEE SCHEDULE FOR SERVICES

- 5.1. Offeror shall submit a detailed fee proposal to include all aspects of providing the scope of work associated with this RFP with a breakout of fees and the maximum expected reimbursable out-of-pocket expense. Fee proposal may be presented as shown in Section P to this RFP or in a similar manner.
- 5.2. ABOR requests the flat fee proposed shall include the cost of all necessary clerical and administrative support. In addition to this flat fee, the search consultant shall be entitled to be reimbursed for the following categories of out-of-pocket expenses: (1) Travel-related expenses of the search consultant and prospects/candidates; (2) reproduction and material costs; and (3) mail and delivery charges.
- 5.3. Fees will be paid as certain deliverables or assignments are completed. Please include in fee proposal.

6. QUALITY ASSURANCE

Provide a guarantee or other assurance of the Offeror's ability to complete the required tasks.

7. ADDITIONAL SERVICES

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

SECTION F TERMS AND CONDITIONS

The Offeror may submit requests for changes or additions to ABOR terms and conditions set forth in this Section F. Any such changes must be submitted with the Offer as required in Section D, or the Offeror will have waived the right to object or add to ABOR'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 ABOR's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to ABOR terms and conditions may, if ABOR at its sole discretion determines not to accept the alternate terms and conditions, be rejected as non-responsive.

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

is a qualified protected veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government Contractors, to the extent applicable to this Contract.

7. **Family Education Rights and Privacy Act.** To the extent the Offeror will have access to student educational records, this paragraph will apply. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. The Offeror will comply with the Family Education Rights and Privacy Act and will not access or make any disclosures of ABOR's student educational records to third parties without prior notice to and consent from ABOR, or as otherwise provided by law.
8. **Health Insurance Portability and Accountability Act.** The Offeror shall abide by all laws and regulations that protect the privacy of healthcare information to which the Offeror obtains access under this Contract. The Offeror and ABOR acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to the Offeror and ABOR, and their relationships and operation under this Contract. If necessary, the Offeror and ABOR will enter into a standard Business Associate Agreement and any other required Health Insurance Portability Accountability Act agreements. To the extent the terms thereof relate to the Offeror's performance under this Contract, the provisions of such Business Associate Agreement shall control.
9. **Americans with Disabilities Act and Rehabilitation Act.** The Offeror will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

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

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

9.1.1. EIT is information technology "IT" and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or

duplication of data or information. EIT includes, but is not limited to:

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

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

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

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

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

9.2.2. Products include, but are not limited to:

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

10. Indemnification. The Offeror shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Offeror or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Offeror to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Offeror from and against any and all claims. It is agreed that the Offeror shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Offeror agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from services performed by the Offeror for the State of Arizona.

11. **Labor Disputes.** The Offeror shall give prompt notice to ABOR of any actual or potential labor dispute which delays or may delay performance of this Contract.
12. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
13. **No Waiver.** No waiver by ABOR 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 ABOR's right to insist on strict performance of the provisions of the Contract.
14. **Modifications.** This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
15. **Assignment-Delegation.** No right or interest in this Contract shall be assigned or delegation of any obligation made by the Offeror without the written permission of ABOR. Any attempted assignment or delegation by the Offeror shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
16. **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Offeror hereby assigns to ABOR any and all claims for such overcharges.
17. **Cancellation for Lack of Funding.** This Contract may be canceled without any further obligation on the part of ABOR in the event that sufficient appropriated funding is

unavailable to assure full performance of the terms. The Offeror shall be notified in writing of such non-appropriation at the earliest opportunity.

18. **Cancellation for Conflict of Interest.** In accordance with A.R.S. § 38-511, this Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of ABOR shall, at any time while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
19. **Termination.** ABOR may terminate this Contract with or without cause upon 30 days written notice to the Offeror. If this Contract is terminated, ABOR shall have no further obligations other than payment for services already rendered and for expenses previously incurred.
20. **Insolvency.** ABOR 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 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.
21. **Anti-Kickback.** In compliance with FAR 52.203-7, ABOR has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operation and direct business relationships. As a party to the Contract, the Offeror is expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 C.F.R. Part 3). In as such this regulation applies to all Contracts and sub grants for construction or repair.
22. **Gratuities.** ABOR may, by written notice to the Offeror, cancel this Contract if it is found by ABOR that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by ABOR pursuant to this provision, ABOR shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Offeror in providing such gratuities.
23. **Inspection and Audit.** In accordance with A.R.S. § 35-214, the Offeror shall retain and shall Contractually require each subcontractor to retain all books, accounts, reports, files, and other records relating to this Contract for a period of five years after completion of this Contract. All records shall be subject at all reasonable times to inspection and audit by ABOR or the Auditor General of the State of Arizona, or their agents. Such records shall be produced at ABOR or such other location as designated by ABOR upon reasonable notice to the Contracting party.

24. **Insurance Requirements.** The Offeror may be requested to provide ABOR with a Certificate of Insurance prior to the commencement of services/Contract. The Offeror and subcontractors, without limiting any liabilities or any other obligations, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Offeror, its agents, representatives, employees, or subcontractors.

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

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

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

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

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

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

Professional Liability

Each Claim or Each Wrongful Act	\$1,000,000
---------------------------------	-------------

Annual Aggregate

\$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

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

Certificate Holder: The State of Arizona and ABOR shall be named as the certificate holder.

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

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

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

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

Description of project.

Material Breach: Failure on the part of the Offeror to meet these requirements shall constitute a material breach upon which the State of Arizona and ABOR may immediately

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

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

25. **Sales and Use Tax.** The Offeror shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Offeror further agrees to indemnify and save harmless ABOR, of and from any and all claims and demands made against it by virtue of the failure of the Offeror or any subcontractor to comply with the provisions of any or all said laws in amendments. ABOR is not exempt from state sales excise tax and compensation use tax.
26. **Changes.** Within the limits allowed by law, the Offeror agrees that ABOR may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and the Offeror shall enter into a modification of the Contract to reflect said changes.
27. **Invoices.** Invoices will be emailed to accounting@azregents.edu. Invoices will be for all services delivered within the month or invoice period as determined by ABOR and CONSULTANT. All invoices shall reference the Contract.
28. **Payment.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. Any obligation under this Contract shall be payable only and solely from funds appropriated for the purpose of the Contract.
29. **Personnel.** Employees of the Offeror assigned to the project and identified by name in the Contract shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of ABOR.
30. **Independent Contractor.** It shall be understood that the Offeror shall operate as an Independent Contractor, not as an employee or agent of ABOR.
31. **Service Marks and Trademarks.** For purposes of this provision, the phrase "ABOR Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by ABOR. The Offeror agrees to comply with ABOR's trademark licensing program concerning any use or proposed use by the Offeror of any of ABOR Mark on goods, in relation to services, and in connection with advertisements or promotion of the Offeror or its business. Except as expressly authorized in this Agreement, the Offeror is not permitted to use any ABOR Mark without prior written approval of ABOR. Prior to any use of an ABOR Mark by the Offeror or its affiliates or successors or assigns, the Offeror will comply with ABOR's Licensing

Policy.

32. **Advertising/Publishing.** The Offeror shall not advertise or publish, without ABOR's prior consent, the fact that ABOR had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes.
33. **Legal Workers.** Pursuant to A.R.S. § 41-4401, ABOR is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The 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.

The Offeror acknowledges that a breach of this warranty by the 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 ABOR. ABOR 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.

34. **Data Ownership.** ABOR will own, or retain all of its rights in, all data and information that ABOR provides to the Offeror, as well as all data managed by the Offeror on behalf of ABOR including all output, reports, analyses, and other materials relating to or generated by the services, even if generated by the Offeror, as well as all data collected, extracted, or received through ABOR's or the Offeror's use of the services or deliverables (collectively, the "ABOR Data"). ABOR Data shall be considered ABOR's confidential information. The Offeror shall not use, access, disclose, or license or provide to third parties, any ABOR Data, or any materials derived therefrom, except, in each case, as authorized in writing by ABOR. Without limiting the generality of the foregoing, the Offeror may not use any ABOR Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ABOR's prior written consent.
35. **Non Disclosure and Trade Secrets.** The Offeror may receive (or has received) from ABOR and otherwise be exposed to confidential and proprietary information relating to ABOR's business practices, strategies, and technologies, ABOR Data as well as confidential information to ABOR necessary to perform the services and/or provide the deliverables (collectively, ABOR Confidential Information). ABOR Confidential Information may include, but not limited to, confidential and proprietary information supplied to the Offeror with the legend "ABOR Confidential and Proprietary" or other designations of confidentiality. As between the Offeror and ABOR, the ABOR

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

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

36. **Payment Card Industry Data Security Standard.** For e-commerce business and/or credit card transactions, the 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.

The 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:

- 36.1. The Offeror maintains their own network operating on their own dedicated infrastructure. The Offeror's network includes a firewall that includes access control rules that separate the Offeror's PCI network from ABOR and restricts any communication between the Offeror's network devices and the ABOR systems.
- 36.2. The Offeror treats the ABOR network as an untrusted network and encrypts all cardholder data traversing the ABOR network using industry standard encryption algorithms.
- 36.3. A system where ABOR has no ability to decrypt cardholder data.
- 36.4. 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.

37. **Participation in Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the 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.
38. **Essence of Time.** Time shall be of the essence as to matters contemplated by a resulting Contract under this RFP.

SECTION G EVALUATION CRITERIA

It is ABOR's intent to make an award to Offeror(s) that, in the opinion of ABOR, present Offers that appear to be most favorable to ABOR, 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. Method of approach (refer to Section E.4).
 40 Points

2. Offeror's qualifications and experience, reputation in the field, project resources and client references (refer to Section E.1 – E.3 and E.6 – E.8)
 40 Points

3. Overall fee structure. (refer to section E.5)
 10 Points

4. Complete and signed certifications (Sections I – M).
 5 Points

5. Overall responsiveness to RFP.
 5 Points

SECTION H CONFLICT OF INTEREST CERTIFICATION

Date:

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

- There is no officer or employee of ABOR who has, or whose relative has, a substantial interest in any Contract resulting from this request.

- The names of any and all public officers or employees of ABOR who have, or whose relative has, a substantial interest in any Contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date
AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE CONFLICT OF INTEREST CERTIFICATION		

SECTION I LEGAL WORKER CERTIFICATION

Pursuant to A.R.S. § 41-4401, ABOR is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The 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.

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

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror’s Authorized Agent		Signature of Offeror’s Authorized Agent
Title of Offeror’s Authorized Agent		Date
AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE LEGAL WORKER CERTIFICATION		

SECTION J ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-

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

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

SECTION K 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 <https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>).

(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, if available
() -		() -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

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

SECTION L PARTICIPATION IN BOYCOTT OF ISRAEL

Legislation has been enacted to prohibit ABOR 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 the Offer.

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

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date
AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE PARTICIPATION IN BOYCOTT OF ISRAEL		

SECTION M PROPOSAL ATTACHMENTS

For Offeror's reference

ATTACHMENT A – SAMPLE AGREEMENT FOR CONSULTANT SERVICES

ATTACHMENT B – SCOPE/DESCRIPTION OF SERVICES

ATTACHMENT C – FEES FOR SERVICES

ATTACHMENT D – TERMS AND CONDITIONS

SECTION N ATTACHMENT A – SAMPLE AGREEMENT FOR CONSULTANT
SAMPLE AGREEMENT
ARIZONA BOARD OF REGENTS
AGREEMENT FOR CONSULTANT SERVICES

PARTIES: The Arizona Board of Regents (“ABOR”); and NAME (“CONSULTANT”)

1. Under the terms and conditions and related documents for RFP 2021003, ABOR desires to retain CONSULTANT, and CONSULTANT desires to provide services to ABOR, in his/her capacity as an independent contractor, upon the terms and conditions set forth in this Agreement. CONSULTANT shall provide consulting services to ABOR in accordance with the Scope/Description of Services set forth in Exhibit A to this Agreement. This Agreement incorporates both RFP 2021003, Consultant’s Proposal, and any attached exhibits, including but not limited to the Terms and Conditions, by reference. In the event of any discrepancies between this Agreement, RFP xxx, and Consultant’s Proposal, this Agreement and then RFP 2021003 shall govern. In the event of any discrepancies between the terms and conditions of the Agreement and any exhibits and/or attachments hereto, the terms and conditions of this Agreement shall govern.
2. The Agreement is effective as of DATE and will extend to DATE, unless terminated earlier by either party. The parties may agree in writing to extend the Agreement.
3. Termination. ABOR may terminate this Agreement with or without cause upon 30 days written notice to the CONSULTANT. If this Agreement is terminated, ABOR shall have no further obligations other than payment for services already rendered and for expenses previously incurred.
4. CONSULTANT will not engage in any activity adverse to ABOR or the universities. CONSULTANT must disclose to ABOR any conflict of interest that arises during the course of this Agreement.
5. Services performed under this Contract will be performed by NAME, who will report to the ABOR Executive Director or designee.
6. Invoices will be emailed to accounting@azregents.edu. Invoices will be for all items delivered within the month or invoice period as determined by ABOR and CONSULTANT. All invoices shall reference the Agreement. Payments will be made in accordance with the fee schedule in Exhibit B.
7. For all purposes under the terms of this Agreement, CONSULTANT shall be an independent Contractor, and not an officer or employee of ABOR. ABOR shall provide no employee benefits, including but not limited to Workers’ Compensation. In performance of the services described in this Agreement, the CONSULTANT shall determine his necessary hours of work.

8. The CONSULTANT shall maintain as confidential any and all confidential information, documents, materials, and items that CONSULTANT obtains, has access to, or is privy to during the course of providing services to ABOR and the universities under this Agreement.
9. All reports and other work products produced by CONSULTANT as part of the services rendered under this Agreement shall be provided to ABOR upon request. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of ABOR.
10. CONSULTANT will maintain, until all of CONSULTANT's obligations have been discharged, insurance against claims that may arise from or in connection with the performance of the work performed by the CONSULTANT.
11. ABOR shall be permitted to retain other consultants performing similar tasks and services as the CONSULTANT, and the CONSULTANT shall be permitted to provide services to other parties consistent with the CONSULTANT's obligation to complete the services undertaken pursuant to the terms of this Agreement.
12. All books, accounts, reports, files, and other records relating to this Agreement shall be maintained and shall be subject at all reasonable times to inspection and audit by ABOR for five years after completion of this Agreement. Records shall be produced at a place designated by ABOR, upon reasonable notice to the CONSULTANT.
13. Notice is provided of A.R.S. §§ 12-1518 and 12-133.
14. Failure by CONSULTANT to perform as specifically provided herein shall be an event of default permitting ABOR to pursue all remedies affordable by law or in equity, including termination of this Agreement.
15. CONSULTANT shall address all notices (excluding reimbursement claims) relative to this Agreement to:

ABOR shall address all notices relative to this Agreement to:

16. CONSULTANT shall comply with Section F “Terms and Conditions” of this RFP 2021003, which are attached to this Agreement as Exhibit C and incorporated herein by reference.
17. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.
18. This Agreement may not be modified or amended except by written instrument signed by both parties.
19. This Agreement shall be governed by the laws of Arizona, the courts of which shall have jurisdiction over its subject matter.
20. The individual signing below on behalf of CONSULTANT hereby represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that this Agreement is binding upon CONSULTANT in accordance with its terms.

This Agreement may be executed in counter parts.

ARIZONA BOARD OF REGENTS

CONSULTANT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION O ATTACHMENT B – SCOPE / DESCRIPTION OF SERVICES

SAMPLE EXHIBIT A TO ABOR AGREEMENT FOR CONSULTANT SERVICES

SCOPE / DESCRIPTION OF SERVICES

In connection with this presidential search, CONSULTANT will report directly to the Co-Chairs of the Search Advisory Committee and will be expected to provide the following services:

1. Recommend an approach for recruiting, screening, and evaluating prospects.
2. Provide active outreach to and solicitation of individuals with superior qualifications to encourage them to become part of the pool of prospects.
3. Maintain all applications, resumes, and related materials and any related information in a manner both consistent with the requirements of state and federal law and ABOR policy and procedures and designed to protect and preserve the confidentiality of all prospects for the position.
4. Convene meetings with and engage in active and ongoing interaction throughout all stages of the recruitment and selection process with members of the Board and the Search Advisory Committee.
5. Prepare and present interim progress reports to the Board and the Search Advisory Committee as requested.
6. Facilitate Search Advisory Committee meetings with prospects and Board interviews with candidates and assist in finalizing the terms and conditions of employment for the successful candidate, if asked to do so.
7. Conduct reference and background checks.
8. Contact media representatives, as requested.
9. Assist in community and public outreach as requested by the Search Committee Co-Chairs, including presentations to and information gathering from interested constituencies.
10. Develop a demographic composite of individuals the Search Advisory Committee reviewed as part of the search process.

SECTION P

ATTACHMENT C – FEES FOR SERVICES

SAMPLE
EXHIBIT B
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

FEES FOR SERVICES

In consideration of the satisfactory performance of the services described in this Agreement
ABOR agrees to pay a flat fee \$ _____

Payment will be made on the completion of deliverables as out lined below:

ABOR agrees to reimburse CONSULTANT for approved travel related expenses and other approved out-of-pocket expenses as outlined below. Each request for reimbursement shall be itemized. Receipts are required for reimbursement over \$25. Mileage will be reimbursed at the rate permitted state employees, currently \$.445 per mile.

Out-of-Pocket Expenses

Travel related expenses for consultant not to exceed \$ _____

Travel related expense for prospects/candidates not to exceed \$ _____

Reproduction and materials not to exceed \$ _____

Mail and delivery charges not to exceed \$ _____

Other _____ not to exceed \$ _____

SECTION Q ATTACHMENT D – TERMS AND CONDITIONS

SAMPLE
EXHIBIT C
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

TERMS AND CONDITIONS
(RFP 2021003, Section F)