



EDUCATE • DISCOVER • IMPACT

July 27, 2016

ARIZONA BOARD OF REGENTS REQUEST FOR PROPOSALS

EXECUTIVE SEARCH CONSULTANT SERVICES

RFP NUMBER 2017001

The Arizona Board of Regents (ABOR) invites proposals to provide executive search consultant services to identify and recruit qualified prospects and candidates for the position of President of the University of Arizona and to advise the Board on selection and hiring procedures, as further described in this Request for Proposal.

The successful search consultant will assist a search committee appointed by the Board Chair in recruiting, screening, and evaluating presidential prospects and recommending a list of final candidates.

Deadline for proposal submission: August 22, 2016 3:00 p.m. M.S.T.

Six copies of the proposal are required. The Arizona Board of Regents reserves the right to extend this deadline. Any extension will be posted at: www.AZRegents.edu

Proposals should include the number of this **RFP 2017001**, and be addressed and delivered to:

Eileen Klein
President
Arizona Board of Regents
2020 N. Central Ave., Suite 230
Phoenix, AZ 85004
Reference: RFP 2017001

No telephonic, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the Proposer unopened.

1. **BACKGROUND INFORMATION AND SCOPE OF WORK**

The Arizona Board of Regents seeks to engage a search consultant to provide services in connection with its search for an individual to assume the position of President of the University of Arizona as early as the summer of 2017, but no later than July 1, 2018.

The successful presidential candidate must be an accomplished leader and seasoned administrator with 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 Tucson community and the state of Arizona.

Leading presidential prospects will have records of distinguished achievement in higher education or related fields of endeavor. They will possess the business acumen, entrepreneurial vision, commitment to the community and state, commitment to diversity and inclusion, and strong interpersonal skills necessary to lead Arizona's super land-grant university to address the challenges it will confront in the next decade.

The University of Arizona is a member of the Association of American Universities. It has two medical schools and is a leader in research and local and global economic impact. The University of Arizona's Never Settle strategic plan is available at: <http://neversettle.arizona.edu/>

Leading presidential prospects also will 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 Northern Arizona University, the other two public universities in the System. They must also be able to effectively communicate the needs, achievements, and contributions of the university to the Board of Regents, the legislature, the Tucson community and the citizens of Arizona.

In connection with this presidential search, the search consultant selected by the Board will report directly to the Chair and Vice Chair of the Search 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 in a manner consistent with the requirements of state and federal law 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 Committee;
5. Prepare and present interim progress reports to the Board and the Search

Committee as requested;

6. Facilitate Board and Search Committee interviews of final 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; and
9. Assist in community and public outreach as requested by the Search Committee Chair and Vice Chair, including presentations to and information gathering from interested constituencies.

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

2. TERM OF CONTRACT

Agreements entered under this Request for Proposal shall be effective on the date when executed and shall continue until June 30, 2018, unless terminated or extended.

3. INSTRUCTIONS FOR PROPOSERS

- a. ABOR reserves the right to conduct discussions with proposers, to accept revisions of proposals, and to negotiate price changes. During this discussion period, ABOR will not disclose any information derived from proposals submitted, or from discussions with other proposers. After an award is made, the solicitation file and the proposals are in the public record.
- b. You may withdraw your proposal at any time prior to the time and date set for closing.
- c. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If ABOR concurs, this information will not be considered public information. ABOR is the final authority regarding whether submitted materials are public information under Arizona law. Pricing information cannot be considered proprietary.
- d. Proposers submitting proposals that meet the selection criteria and that are deemed to be the most advantageous to ABOR may be asked to give an oral presentation to a selection committee or representative.
- e. The award will be made to the responsible proposer whose proposal is determined to be the most advantageous to ABOR based on the evaluation

factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor. ABOR reserves the right not to make any award under this RFP.

- f. The successful proposer is expected to enter into a standard form of agreement approved by ABOR. The contract and terms and conditions are included in the Request for Proposal in Attachment 1. Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed nonresponsive and may be rejected.
- g. All formal inquiries or requests for significant or material clarification of interpretation, or notification to ABOR of errors or omissions relating to the Request of Proposal must be submitted by August 15, 2016, in writing and directed to:

Arizona Board of Regents
2020 N. Central Ave., Suite 230
Phoenix, AZ 85004
Phone 602-229-2523

Mary.Adelman@AZRegents.edu

Note that ABOR may answer informal questions orally; however, ABOR makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from ABOR. If you have formal questions about any part of this Request for Proposal, which could result in a material issue or a formal amendment, you must submit your questions in writing.

4. PROPOSAL REQUIREMENTS AND EVALUATION

Proposals should comply with the following requirements:

- 1. Provide a narrative description of proposer's capacity to provide these services, and the location, email address, and phone number of the office that will coordinate this activity;
- 2. 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;
- 3. Describe proposer's ability to contact prospects whose qualifications for this position are known to proposer;
- 4. Provide the names and background summaries of: 1) a senior representative of proposer to serve as primary contact to the Regents'

Search Committee; and 2) all other individuals who will perform services at each phase of the process, and the roles that each will be assigned.

5. Provide an assurance of proposer's ability to complete the required tasks within the stated timeframe;
6. Describe how proposer will accommodate state and federal laws and Board policy relating to affirmative action and equal opportunity employment; and
7. Provide an explanation of the fees you intend to charge.

5. COST PROPOSAL

Proposers are to submit a cost proposal in the format of their choice to include the total cost of the engagement, with a breakout of consulting fees and the maximum expected reimbursable out of pocket expense.

The fees proposed shall include the cost of all necessary clerical and administrative support. In addition, 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.

6. MANDATORY CERTIFICATIONS AND SUBSTITUTE W-9

CONFLICT OF INTEREST CERTIFICATION

RFP 2017001

(date)

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

() No officer or employee of the Arizona Board of Regents, Arizona State University, Northern Arizona University, or the University of Arizona has, or has a relative who has, a substantial interest in any contract award pursuant to this proposal.

Or

() The names of any and all public officers or employees of the Arizona Board of Regents, Arizona State University, Northern Arizona University, or the University of Arizona who have, or whose relative has, a substantial interest in any contract award pursuant to this proposal are identified by name as part of this submittal.

(firm)

(email address)

(address)

(signature required)

(phone)

(print name)

(fax)

(print title)

(federal tax id number)

FEDERAL DEBARRED LIST CERTIFICATION
RFP 2017001

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

(date)

Arizona Board of Regents
2020 N. Central Ave, Ste 230
Phoenix, AZ 85004

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.

(a) 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.

(b) 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 nonresponsive.

(c) 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.

(d) 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.

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(phone)

(fax)

(federal tax id number)

ANTI-LOBBYING CERTIFICATION
RFP 2017001

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

(date)

Arizona Board of Regents
2020 N Central Ave, Ste 230
Phoenix, AZ 85004

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.

(Signature page follows)

ANTI-LOBBYING CERTIFICATION
RFP 2017001
(Continued)

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(phone)

(fax)

(federal tax id number)

LEGAL WORKER CERTIFICATION
RFP 2017001

(date)

Arizona Board of Regents
2020 N. Central Ave., Suite 230
Phoenix, AZ 85004

As required by Arizona Revised Statutes §41-4401, ABOR is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, 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 below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Agreement resulting from this solicitation shall be deemed a material breach of the Agreement, and is grounds for penalties, including termination of the Agreement, by ABOR. ABOR retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Agreement, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Agreement, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

(firm)

(email address)

(address)

(signature required)

(phone)

(print name)

(fax)

(print title)

(federal tax id number)

Financial Services
FATCA Compliant Substitute W-9

RETURN TO ABOR		DO NOT SEND TO IRS		
ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.				
▶ Taxpayer Identification Number (TIN)		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Social Security Number (SSN)		
▶ LEGAL NAME: (must match TIN)				
▶ LEGAL MAILING ADDRESS:		(Where tax information and general correspondence is to be sent)		
DBA/Branch/Location:				
ADDRESS LINE 1:				
ADDRESS LINE 2:				
CITY:		ST:		ZIP:
▶ REMIT TO ADDRESS:		<input type="checkbox"/> Same as Legal Mailing Address		
DBA/Branch/Location:				
ADDRESS:				
ADDRESS LINE 2:				
CITY:		ST:		ZIP:
▶ ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)				
<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	<input type="checkbox"/> Corporation (not providing health care, medical or legal services) (EP: 5)	<input type="checkbox"/> Corporation (providing health care, medical or legal services) (EP: 5)	<input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC
<input type="checkbox"/> The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)	<input type="checkbox"/> A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)	<input type="checkbox"/> Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)	<input type="checkbox"/> An international organization or any of its agencies or instrumentalities (EP: 4)	<input type="checkbox"/> State of Arizona employee
Corporations: Is your or an affiliated company's stock regularly traded on one or more established security markets? <input type="checkbox"/> Yes <input type="checkbox"/> No (FC: D/E)				
▶ CERTIFICATION				
Under penalties of perjury, I certify that:				
<ol style="list-style-type: none"> 1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me). 2. I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding. 3. I am a U.S. citizen or other U.S. person (defined below). 4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct. 				
Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.				
Signature of U.S. Individual		Date:		

Financial Services Vendor Authorization Form

RETURN TO ABOR		DO NOT SEND TO IRS
► Legal Name:		TIN:
Are you doing business in Arizona for purposes of sales/use tax collection and remittance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If you select Yes, please provide your Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____		
SECTION 1 - FEDERAL INFORMATION		
What is your business' federal classification type? See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size		
Large Business? YES <input type="checkbox"/> NO <input type="checkbox"/>		
Small Business? YES <input type="checkbox"/> NO <input type="checkbox"/>		
Please check all that apply to your business for the federal supplier type:		
Service-Disabled Veteran-Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women-Owned (WO) <input type="checkbox"/>
Veteran-Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION		
Are you self-certified according to this State of Arizona definition? "Less than 100 full-time employees <u>OR</u> less than \$4 million in volume in the last fiscal year"		YES <input type="checkbox"/> NO <input type="checkbox"/>
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged or women-owned small business concern to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.		
Print Name:		
Signature:		
Phone:	Fax:	
Email:		
VENDOR: List the product or service provided.		
If the buyer name is listed, please return to the buyer.	Buyer:	Phone: Email:

ATTACHMENT 1

**ARIZONA BOARD OF REGENTS
AGREEMENT FOR CONSULTANT SERVICES
RFP 2017001**

EFFECTIVE DATE: _____

PARTIES: The Arizona Board of Regents (“ABOR”) and
_____ (“Consultant”)

1. Consultant shall provide the services set forth in Exhibit A and agrees to exercise best efforts in completion of the described services. Services will be provided in accordance with the pricing schedule set forth in Exhibit A. ABOR agrees to reimburse Consultant for expenses in accordance with the terms as set forth in Exhibit A.
2. The term of this Agreement shall commence on _____, or the date when executed, whichever is the later, and shall extend to June 30, 2018 in accordance with the terms described in the Request for Proposal, unless this Agreement is extended or terminated. The Agreement may be extended for an additional period under the same terms and conditions upon the mutual written agreement of both parties. The total term of the Agreement shall not exceed 5 years.
3. ABOR may terminate this Agreement with or without cause upon ten days written notice to 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. Except as expressly authorized by ABOR or the Chair of the Search Committee, Consultant will not comment publicly on this search process or any other ABOR matters. No information will be provided to the public or to media without the prior consent of ABOR or the Chair of the Search Committee. Consultant will treat as confidential all documents, materials, items, or other information obtained while performing services under this Agreement.
5. Consultant shall not assign the rights, delegate the duties, or otherwise dispose of any right, title, or interest in all or any part of any contract, or assign any monies due or to become due to Consultant, without the prior written consent of ABOR.

6. All Consultant billings shall be submitted as follows:

Eileen Klein, President
Arizona Board of Regents
2020 N. Central Ave., Suite 230
Phoenix, AZ 85004

- and shall include the date the service was rendered and a description of the service provided. Consultant shall provide interim written reports concerning the performance of services under this Contract. Upon expiration or other termination of the Agreement Consultant shall at the request of the ABOR provide a written report to the Board President setting forth the results of the work performed.
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 Worker's Compensation.
 8. All reports and other work products produced by Consultant as a 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 or the Chair of the Search Committee.
 9. Consultant agrees to comply with all applicable laws, rules, regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration, affirmative action and the Americans with Disabilities Act.
 10. The parties agree to submit all disputes under this agreement to the claims resolution procedures of the Arizona Board of Regents Procurement Policies Section 3-809C. Notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes.
 11. If within 3 years after the execution of this Agreement, Consultant hires as an employee or agent any ABOR representative who was significantly involved in negotiating, securing, drafting or creating this Agreement, then ABOR may cancel this agreement as provided in Section 38-511 Arizona Revised Statutes.
 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 during the term of this Agreement and for five years after completion of this Agreement. These records shall be produced at a place designated by ABOR, upon reasonable notice to Consultant.

13. As required by Arizona Revised Statutes §41-4401, the Board is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with Arizona Revised Statutes § 23-214-A. Consultant warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under Arizona Revised Statutes § 23-214A, verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on this Agreement, and that it shall, as applicable or required under Arizona Revised Statutes § 23-214A, require its subcontractors and sub-subcontractors to provide the same warranties to Consultant.

A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to the Board under this Agreement and under the common law, in the event of such a breach, the Board shall have the right to terminate this Agreement. Upon request, the Board shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work under this Agreement to ensure that the Contractor or subcontractor is in compliance with the warranty set forth in this provision.

14. As required by Sections 35-393 to 35-393.01 Arizona Revised Statutes, Consultant certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement.
15. ABOR and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by ABOR. Therefore, the Consultant hereby assigns to ABOR any and all claims for such overcharges.
16. This Agreement incorporates RFP 2017001 ("the RFP") and the proposal submitted by Consultant. This Agreement, the RFP and Consultant's response constitute the entire agreement and understanding of the parties with respect to its subject matter. No other agreement or understanding will be effective.
17. This Agreement may not be modified or amended except by written instrument signed by both parties.
18. This Agreement shall be governed by Arizona law, and Arizona courts shall have jurisdiction over its subject matter.
19. Consultant shall indemnify, defend, and hold ABOR and the State of Arizona harmless from any loss or damage, claim of damage, lawsuit, or loss arising from or alleged to have arisen from the negligence of the Consultant, its employees, officers, or representatives.

20. Consultant and subcontractors shall procure and maintain until all of Consultant's obligations have been discharged, including any warranty periods under this Agreement 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 Consultant, the Consultant's agents, representatives, employees or subcontractors.

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

• General Aggregate	\$ 2,000,000
• Products – Completed Operations Aggregate	\$ 1,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Blanket Contractual Liability – Written and Oral	\$ 1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$ 1,000,000

a. Policy shall be endorsed to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant.”**

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, for losses arising from work performed by or on behalf of the Consultant.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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- a. **Policy shall be endorsed to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant, involving automobiles owned, hired and/or non-owned by the Consultant.”**
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, for losses arising from work performed by or on behalf of the Consultant.

3. Worker’s Compensation and Employers’ Liability

• Workers Compensation	Statutory
• Employers Liability	
Each Accident	\$ 1,000,000
Disease – Each Employee	\$ 1,000,000
Disease – Policy Limit	\$ 1,000,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, for losses arising from work performed by or on behalf of the Consultant.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor) .

4. Professional Liability (Errors and Omissions Liability)

• Each Claim	\$ 1,000,000
• Annual Aggregate	\$ 2,000,000

- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Consultant, even if those limits of liability are in excess of those required by this Agreement.
2. The Consultant's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the ABOR. Such notice shall be sent directly to Director of Business and Financial Services, Arizona Board of Regents, 2020 N Central Ave., Ste. 230, Phoenix, AZ 85004 and shall be sent by certified mail, return receipt requested.

Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Consultant's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to ABOR. Within two (2) business days of receipt, Consultant must provide notice to ABOR if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Director of Business and Financial Services, Arizona Board of Regents, 2020 N Central Ave., Ste. 230, Phoenix, AZ 85004 and shall be sent by certified mail, return receipt requested..

D. ACCEPTABILITY OF INSURERS: Consultant's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. ABOR in no way warrants that the above-required

minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Consultant shall furnish ABOR with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Consultant has the insurance as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates of insurance and policy endorsements must be received and approved by ABOR before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Director of Business and Financial Services, Arizona Board of Regents, 2020 N. Central Ave, Ste.230, Phoenix, AZ 85004. The project or purchase order number and project description shall be noted on the certificate of insurance. The State of Arizona and/or the ABOR reserve the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS: Consultant's certificate(s) shall include all subcontractors as insureds under its policies or Consultant shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. ABOR reserves the right to require, at any time throughout the life of this contract, proof from the Consultant that its subcontractors have the required coverage.

G. APPROVAL. The insurance requirements in this Agreement are the standard insurance requirements of ABOR as an entity within the State of Arizona. Any modification or variation from the insurance requirements in this Agreement may require the approval of the State of Arizona, Department of Administration, and Risk Management Section, whose decision shall be final. The ABOR will not forward any request for modification or variation without a complete and significant justification.

21. 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.

ARIZONA BOARD OF REGENTS

By SAMPLE

Date _____

CONSULTANT

By SAMPLE

Date _____

ATTACHMENT 1 (Continued)
EXHIBIT A
TO
AGREEMENT FOR CONSULTANT SERVICES
RFP 2017001

SCOPE:

The search consultant selected by ABOR shall 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 in a manner consistent with the requirements of state and federal law and designed to 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 Search Committee;
5. Prepare and present interim progress reports to the Board and Search Committee as requested;
6. Facilitate Board and Search Committee interviews of final candidates and assist in finalizing the terms and conditions of employment for the successful candidate if requested to do so;
7. Conduct reference and background checks;
8. Contact media representatives as requested; and
9. Assist in community and public outreach as requested by the Search Committee Chair and Vice Chair, including presentations to and information gathering from interested constituencies.

FEEES FOR SERVICES

ABOR agrees to pay Consultant, as consideration for performance of the consulting services as set forth in the preceding paragraph, the total sum of \$_____, payable as follows:

REIMBURSEMENT FOR EXPENSES

ABOR agrees to reimburse Consultant up to a maximum of \$_____, for out- of-pocket expenses as follows:

Prior approval is required for any out-of-pocket expenses in excess of \$_____. Each request for reimbursement must be itemized and accompanied by receipts. Reimbursement for auto travel will be made at the rate permitted State employees, currently \$.44 per mile.