



November 15, 2024

REQUEST FOR PROPOSAL

ARIZONA BOARD OF REGENTS
REQUEST FOR STRATEGIC AND MANAGEMENT CONSULTING
SERVICES
RFP 2024004

DUE: 2:00 P.M. MST, December 6, 2024

Deadline for Inquiries	5:00 P.M., MST, November 27, 2024
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Time and Date Set for Closing	2:00 P.M., MST, December 6, 2024
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PROPOSAL ACKNOWLEDGEMENT RECEIPT

Request for Proposal number: RFP 2024004

Request for Proposal description: Strategic and Management Consulting Services

Complete, sign, and submit this Proposal Acknowledgement Receipt to the Arizona Board of Regents at linda.gonzales@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 Businesses and/or individuals to provide Strategic and Management Consulting Services.

Offers shall be received at the ABOR office located at 2700 N Central Ave, Suite 400, Phoenix, AZ 85004 until **2:00 P.M., Arizona Local Time, on December 6, 2024**, at which time a representative of ABOR shall announce publicly the names of those Businesses and individuals submitting Offers. No other public disclosure shall be made until after award of the Contract(s) resulting from this Request for Proposal (RFP).

Any and all questions regarding this RFP shall be directed to Linda Gonzales, Coordinator Business Services and to no other office or individual at ABOR. ABOR may answer informal questions orally or by e-mail. ABOR makes no warranty of any kind as to the correctness of any oral or e-mail answers and uses this process solely to quickly provide minor clarifications. Any such oral or e-mail statements or instructions shall not constitute an addendum to this RFP. Offeror shall not be entitled to rely on any verbal response from ABOR. The RFP shall only be modified by an RFP Amendment. 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:

Linda Gonzales
Coordinator Business Services
602-229-2559
linda.gonzales@azregents.edu

SECTION B BACKGROUND INFORMATION

1. ABOR BACKGROUND

ABOR is the governing body for Arizona State University (ASU), Northern Arizona University (NAU), and the University of Arizona (U of A), hereinafter collectively referred to as the “Universities.” The board is legally, fiscally, and strategically responsible for these institutions. Additional information on ABOR may be accessed from the following link: <http://azregents.edu/>.

2. PROPOSAL BACKGROUND

2.1. RFP Overview

ABOR is seeking to engage one or more Consultants to provide ABOR strategic and management consulting services. The services of Consultants on the resulting approved list will be used at the discretion of ABOR, as the need arises, in accordance with the terms and conditions of this RFP and the ensuing Contract(s). ABOR will consider contracting with Consultants either on an hourly rate, a project-specific and/or a retainer basis.

2.2. Term

Selected Offeror(s) will be required to enter into Contract(s) with ABOR. The initial contract term will be for three (3) years with the possibility of up to two (2) successive one (1) year renewals for a total term not to exceed five (5) years. The contract(s) will also be available for use by the Universities during this term.

2.3. Intent

2.3.1. 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. The Arizona Board of Regents (ABOR) is a constitutionally created, statutory body corporate of the State of Arizona, which governs ASU, NAU, and the U of A. Through this RFP, ABOR intends to establish one or more contracts for the Strategic and Management Consulting Services more fully described in the Specifications/Scope of Work of this RFP set forth in Section E. The awards shall be made to the responsible Offeror(s) whose Offer(s) are determined to be the most advantageous to ABOR based on the evaluation factors set forth in this RFP. Price, although a consideration, is not the primary determining factor.

Qualified Businesses or individuals may be engaged to work in one or more of the Consultant Practice Areas listed in Specifications/Scope of Work in Section

E. Qualified Businesses or individuals may also be required to coordinate with federal, state and local administrative agencies.

ABOR cannot commit to any definite expenditure or volume of work during the contract period.

An award under this RFP is not intended to and will not terminate, replace or otherwise change any existing contracts with Businesses or individuals providing consulting services to ABOR or the Universities. Pre-existing contracts will remain in full force until they expire or are terminated in accordance with their terms.

2.3.2. The successful Offeror(s) will be expected to work closely with ABOR's designated representative(s) to provide effective and efficient services.

2.4. Pool of Qualified Businesses and Individuals and the Addition of Other Businesses and Individuals Throughout the Agreement Term

2.4.1. ABOR intends to use this RFP process to establish a pool of qualified Businesses and individuals to provide Strategic and Management Consulting services in one or more of the subject areas listed in the Specifications/Scope of Work in Section E. Upon the approval and acceptance of a proposal from an Offeror and execution of a written contract, the Offeror will be included on a list that will be available to ABOR. The initial RFP process will have an open and closing date, and late submittals will not be considered during the initial RFP process.

2.4.2. After the initial pool of qualified Businesses and individuals are awarded from the RFP process and during the term of the Agreement, ABOR, at its sole discretion, may award additional Businesses and/or individuals, provided that they meet the stated requirements of the Request for Proposal.

2.5. Projected Timeline

November 15, 2024	RFP Release and Advertising
November 27, 2024	Deadline to Submit Questions
December 6, 2024	Proposal Due Date
December 9, 2024	Committee Evaluation
December 20, 2024	Award Contract(s)
December 23, 2024	Finalize Contract(s)

SECTION C INSTRUCTIONS TO OFFERORS

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
2. All solicitations shall be performed under the direct supervision of ABOR Coordinator Business Services and in accordance with board policies.
3. Offers 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. Offers must be signed by an authorized individual. An Offer that is not signed may be rejected.
4. Offers to be submitted as:
 - 4.1. One complete Offer, printed and bound, clearly marked as original; and
 - 4.2. Two copies of the complete Offer each on a separate electronic storage device.
5. Submit Offer sealed and marked as follows:

Offeror's Name

Offeror's Title

Offeror's Business Name (If applicable)

RFP Number

Date And Time Offer Is Due

6. No telephonic, 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.
7. Any Business or individual submitting an Offer shall be deemed to have read and understood all the terms, conditions, and requirements specified herein.
8. Definitions:
 - 8.1. "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.
 - 8.2. "Business" - means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or other private legal entity.
 - 8.3. "Contract" - shall mean the agreement entered into between ABOR and the successful Offeror as a result of this RFP.

- 8.4. “May” - indicates something that is not mandatory but permissible/desirable.
- 8.5. “Offer” - shall mean the proposal from an individual or Business for the provision outlined in this RFP.
- 8.6. “Offeror” - shall mean a person or Business submitting an Offer in response to this RFP.
- 8.7. “Shall”, “Must”, “Will” - indicate mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive.
- 8.8. “Should” - indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, ABOR may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.
9. It is ABOR’s intent to select the Offer(s) that 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.
10. 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 Coordinator Business Services concurs, this information shall be considered confidential and not public information. The ABOR Coordinator Business Services shall be the final authority as to the extent of material which will be considered confidential. **Contract terms and conditions, pricing, and information generally available to the public shall not be considered confidential. Offers requesting that the entire Offer be held confidential may be rejected as non-responsive and/or not susceptible for award.**
11. Offers may be withdrawn at any time prior to the time and date set for opening.
12. Offers and accompanying documentation will become the property of ABOR at the time the Offer is opened.
13. ABOR reserves the right to cancel this solicitation, reject any or all Offers or any part(s) thereof, or to accept any Offer or any part(s) 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 an 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.
14. ABOR reserves the right to conduct discussions and negotiations with Offerors, to accept revisions of Offers, and to negotiate price changes. ABOR shall not disclose any information derived from Offers or from discussions with other Offerors prior to Contract Award.

15. ABOR may request a presentation, demonstration, or samples be given to a selection committee in the event the Offer is deemed to be among the most advantageous ABOR. ABOR will schedule all presentations and in the event a presentation is scheduled, evaluation criteria and scoring may be included in the presentation invitation.
 - 15.1. If a presentation is to be held virtually, the Offeror will indicate information required to provide such presentation to ABOR.
16. 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.
17. 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.
18. Successful Offerors will be required to enter into a Contract with ABOR. ABOR's terms and conditions shall be incorporated into the resulting Contracts between ABOR and the successful Offerors. The Contracts shall not bind nor purport to bind ABOR for any contractual commitment in excess of the original contract period of three years. ABOR shall have the right, at its sole discretion, to renew the contract for up to two (2) one-year periods or a portion thereof. If ABOR exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period.
19. 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.
20. Requests for clarification of information shall be received no later than **November 27, 2024**. 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.
21. 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.
22. Failure to receive an addendum shall give Offeror the option of:

- 22.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.
- 22.2. Withdrawing its Offer without penalty.
- 23. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.
- 24. 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.
- 25. ABOR will not guarantee any minimum purchase volumes of any kind from the resulting Contract.
- 26. ABOR shall not reimburse the Offeror the costs associated with responding to the RFP.
- 27. 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.
- 28. 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.
- 29. 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. Offeror's Qualifications and Experience (refer to Section E.1).
6. Project Resources (refer to Section E.2).
7. Client References (refer to Section E.3).
8. Description of Services/Method of Approach and Reporting Requirements (refer to Section E.4).
9. Pricing Schedule (refer to Section E.5).
10. Other Information (refer to Section E.6-E.7).
11. Exceptions to the Terms and Conditions of the RFP (refer to Section F). Any exceptions contained in the Offer may negatively impact an Offer's responsiveness. An Offer that takes exception to any material requirement of the solicitation may be rejected.

SECTION E REQUIREMENTS

The data, specifications/scope of work, 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.

SPECIFICATIONS/SCOPE OF WORK

Qualified Businesses or individuals may be engaged to work in one or more consultant practice areas listed below.

Consultant Practice Areas

Specific assignments may include, but are not limited to, consulting, advising, developing strategic frameworks, conducting analysis, and providing actionable recommendations to ABOR related to one or more of the areas listed below.

Strategic Planning and Governance

- Development of strategic plans and frameworks
- Board governance advisory and organizational alignment
- Institutional restructuring and transformation strategies
- Policy Analysis and Development

Public Affairs and Policy Research

- Community engagement and stakeholder relationship building
- Crisis communications and public relations strategy
- Legislative and regulatory analysis
- Economic impact modeling

Financial Management and Analysis

- Financial forecasting and budget planning
- Cost-efficiency analysis and resource allocation
- Capital project advisory and financing models

Organizational Development

- Talent management strategies and organizational effectiveness
- Change management and cultural transformation initiatives
- Training and employee engagement

Real Estate Development and Land Use

- Strategic planning for real estate and land development
- Zoning, leasing, and land use advisory
- Public-private partnerships and real estate transactions

Collegiate Athletics

- Business models, including media rights, NIL (name image and likeness) programs, and conference structures
- NCAA compliance and governance advisory
- Athletic program development and operational assessment
- Revenue generation, marketing, and sponsorship strategies

Research Strategy and Innovation

- Research commercialization and intellectual property strategy
- Industry and government partnership development
- Innovation and technology transfer advisory

Crisis Management and Risk Management

- Crisis response planning and risk mitigation strategies
- Emergency preparedness consulting and continuity planning
- Risk management framework development

1. QUALIFICATIONS/EXPERIENCE

- 1.1. All Offerors must have relevant experience for the Consultant Practice Areas for which they are offering to provide services. The Offeror will present evidence that the Offeror, or its principals, have been engaged for at least three (3) years in providing professional consulting services in at least one of the Consultant Practice Areas listed in the Specifications/Scope of Work outlined above. Offerors will provide a description of their business including a brief history. Offerors will include evidence of their experience, or that of their principals, for each of the Consultant Practice Areas that the Offerors are offering in their proposals.
- 1.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three years or is anticipated in the next two years. 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. Detail experience with similar/like projects including:

- 1.4.1. Providing advice and guidance to boards of directors or organizations as appropriate on issues affecting their industry or field.
- 1.4.2. Developing and implementing strategic plans to advance the mission of boards or directors or organizations.
- 1.4.3. Recommending policy options including advice on navigating legislative and political landscape.
- 1.4.4. Building and growing coalitions and stakeholder relations to advance policy or agenda.

2. PROJECT RESOURCES

- 2.1. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. ABOR reserves the right to review Offeror's staff assigned for relevant qualifications and experience.
- 2.2. Provide a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.
- 2.3. The Offeror will be required to conduct relevant and appropriate background checks and fingerprinting according to the ABOR policies on all assigned employees and new hires to ensure that it does not assign any employee or agent to ABOR who may reasonably be considered to pose a threat to the safety or welfare of the ABOR community or its property. The Offeror will share background check information and other supporting documentation including disciplinary action for any employee upon written request by ABOR.
- 2.4. The Offeror may subcontract installation, training, warranty, maintenance, or other services as required with prior ABOR authorization. List and describe any subcontractor's qualifications and relevant experience. Describe how the Offeror guarantees subcontractor performance. The Offeror shall remain solely responsible for the performance of a resulting Contract from this RFP.

3. CLIENT REFERENCES

Provide, at minimum, three (3) client references, particularly from other public higher education institutions, for whom the Business or individual has provided consulting services similar to those required by this RFP. Provide the name of the client, contact person and title, email address and telephone number. ABOR may, but is not required to, contact the provided references provided by Offeror. ABOR reserves the right to contact

additional references not provided by the Offeror. ABOR may give preference to those references that are most similar to the ABOR.

4. DESCRIPTION OF SERVICES/METHOD OF APPROACH

4.1. Offerors shall provide a statement concerning the Consultant Practice Areas for which they wish to be considered for award, and a brief description of the Offeror's expertise in those areas, including the following:

- 4.1.1. Provide, in detail, your Business's experience in providing consultation in your area(s) of specialization, with an emphasis on public agencies and university and university governing body clients;
- 4.1.2. The relevant qualifications and experience of the personnel you will assign to provide consulting services in the areas of expertise for which you are submitting a proposal;
- 4.1.3. Provide the length of time that the individuals that will be assigned to provide consulting services have been with the Offeror, their qualifications, and resumes;
- 4.1.4. Evidence of sufficient personnel to provide the required consulting services; and
- 4.1.5. Describe Offeror's knowledge of issues affecting public universities in general and ABOR and the Universities specifically.

4.2. Describe Offeror's ability to provide multiple consulting service offerings simultaneously to ABOR.

4.3. Describe any other relevant experience, industry knowledge, special resources, skills or services that your Business or you as an individual may possess which enhances your qualifications to successfully provide the required consulting services.

5. PRICING SCHEDULE FOR SERVICES

Offeror shall submit a detailed fee schedule to include all aspects of providing the scope of work associated with this RFP. ABOR will consider contracting with Consultants either on an hourly rate, a project-specific basis and/or on a retainer basis depending on ABOR's consulting needs.

6. QUALITY ASSURANCE PLAN

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

7. ADDITIONAL SERVICES

The Offeror may provide additional goods and/or services that are not addressed herein. ABOR shall determine which additional goods/service options are most beneficial from both a cost and service standpoint and may further negotiate these options to include or omit dependent on 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 2009-09, prohibiting discrimination in employment by government Contractors, to the extent applicable to this Contract.

7. **Family Educational 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 Educational 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. Websites;
- 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 within 3 years after its execution, 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. **Background Checks.** Offeror will exclude from any direct participation in Offeror's performance under the Agreement, any unqualified persons. In addition, at the request of ABOR, Offeror will, at Offeror's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, Screenings) on requested persons employed or contracted by Offeror to perform work under the Agreement. Offeror will maintain as part of the records Offeror is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Offeror will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.
25. **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: provide a summary of the 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.

26. **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.
27. **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.
28. **Invoices.** Invoices will be emailed to Accounting@AZRegents.edu and will be for all services delivered. All invoices shall reference the Contract.
29. **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.
30. **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.
31. **Independent Contractor.** It shall be understood that the Offeror shall operate as an Independent Contractor, not as an employee or agent of ABOR.
32. **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.
33. **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.

34. **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.

35. **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.

36. **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.

37. **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:

- 37.1. 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.
 - 37.2. The Offeror treats the ABOR network as an untrusted network and encrypts all cardholder data traversing the ABOR network using industry standard encryption algorithms.
 - 37.3. A system where ABOR has no ability to decrypt cardholder data.
 - 37.4. 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.
38. **No Boycott of Goods or Services from Israel.** If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35393.01,

Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

39. **No Forced Labor of Ethnic Uyghurs.** To the extent required by A.R.S. § 35-394, Supplier certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify ABOR within five (5) business days of becoming aware of the noncompliance.
40. **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 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. A detailed technical Offer including, but not limited to, clarity and reasonableness of proposed method of accomplishing the requirements and the ability to satisfy all components specified (refer to Sections E.4, E.6 and E.7).

40 Points

2. Offeror's Qualifications/Experience, Project Resources, Client References (refer to Sections E.1 – E.3).

30 Points

3. Offeror's pricing schedule (refer to Section E.5).

25 Points

4. Overall responsiveness to RFP.

5 Points

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

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 PROPOSAL ATTACHMENTS

(For Offeror's reference)

ATTACHMENT A – SAMPLE AGREEMENT FOR CONSULTANT

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. 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.
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 and will be for all services delivered. 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. CONSULTANT may 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 such CONSULTANT without the prior written consent of ABOR.
10. All reports and other work products produced by CONSULTANT as part of the services rendered under this Agreement shall be provided to and will be the sole property of ABOR. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of ABOR.
11. CONSULTANT agrees to comply with all applicable laws, rules, regulations, and executive orders relating to nondiscrimination, equal employment opportunity, immigration, and the Americans with Disabilities Act.
12. The parties agree to submit all disputes under this agreement to the claims resolution procedures of ABOR Policy 3-809(C).
13. This Agreement may be cancelled without any further obligation on the part of ABOR in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. CONSULTANT shall be notified in writing of any such non-appropriation at the earliest opportunity.
14. **To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONSULTANT or any of the CONSULTANT'S 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 CONSULTANT 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by CONSULTANT from and against any and all claims. It is agreed that CONSULTANT will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the CONSULTANT agrees to waive all rights of subrogation against ABOR, the State of Arizona, their officers, officials, agents, and employees for losses arising from the work performed by the CONSULTANT for ABOR and/or the State of Arizona.**

15. 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.
16. 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.
17. 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.
18. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes (A.R.S.) § 38-511.
19. As required by A.R.S. § 41-4401, ABOR is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 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 A.R.S. § 23-214(A), 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 A.R.S. § 23-214(A), 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 ABOR hereunder and under the common law, in the event of such a breach, ABOR shall have the right to terminate this Agreement. Upon request, ABOR shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

20. No Boycott of Goods or Services from Israel. If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and CONTRACTOR is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by A.R.S. § 35-393.01, CONTRACTOR certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.
21. No Forced Labor of Ethnic Uyghurs. To the extent required by A.R.S. § 35-394, CONTRACTOR certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any

goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify ASU within five (5) business days of becoming aware of the noncompliance.

22. Arbitration. In accordance with A.R.S. § 12-1518(B), the parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.
23. Record Retention and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, CONSULTANT shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, CONSULTANT shall produce the original of any or all such records at the offices of the ABOR.
24. 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.
25. 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.
26. CONSULTANT shall address all notices (excluding reimbursement claims) relative to this Agreement to:
Associate Vice President, Administration and Program Operations
Arizona Board of Regents
2700 N. Central Ave., Ste 400
Phoenix, AZ 85004

ABOR shall address all notices relative to this Agreement to:

27. CONSULTANT shall comply with Section F "Terms and Conditions" of this RFP 2024004, which are attached to this Agreement as Exhibit C and incorporated herein by reference.
28. 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.

This Agreement may not be modified or amended except by written instrument signed by both parties.

This Agreement shall be governed by the laws of Arizona, the courts of which shall have jurisdiction over its subject matter.

29. 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 _____

Date: _____

Date: _____

SAMPLE
EXHIBIT A
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

SCOPE / DESCRIPTION OF SERVICES

CONSULTANT will provide the following services:

SAMPLE
EXHIBIT B
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

FEES FOR SERVICES

SAMPLE
EXHIBIT C
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

TERMS AND CONDITIONS
(RFP 2024004, Section F)