



9/8/2022

REQUEST FOR PROPOSAL

ARIZONA BOARD OF REGENTS
REQUEST FOR SURVEY RESEARCH SERVICES
RFP 2023001

DUE: 2:00 P.M. MST, October 11, 2022

Deadline for Inquiries

5:00 P.M., MST, September 26, 2022

Time and Date Set for Closing

2:00 P.M., MST, October 11, 2022

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PROPOSAL ACKNOWLEDGEMENT RECEIPT

Request for Proposal number: RFP 2023001

Request for Proposal description: Survey Research Services

Complete and submit this Proposal Acknowledgement Receipt to the Arizona Board of Regents at mary.adelman@azregents.edu to receive addendums and other updates to RFP 2023001.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		Fax Number
() -		() -
E-mail address, if available		
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Authorized Agent		Date

SECTION A REQUEST FOR PROPOSAL

The Arizona Board of Regents (ABOR) is requesting sealed Offers from qualified firms and/or individuals for survey research services. Research services will test public opinion using data collection instruments and sampling plans. Findings will be utilized as recommendations from the public while tracking the impact and successful implementation of ABOR goals. ABOR is seeking multiple qualified providers to provide the services as outlined in this Request for Proposal (RFP).

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 (MST), on October 11, 2022** at which time a representative of ABOR shall announce publicly the names of those firms submitting Offers. The proposal opening will be virtual. Contact Mary Adelman for the virtual meeting information. No other public disclosure shall be made until after the award of the Contract resulting from this RFP.

Any and all questions regarding this RFP shall be directed to Mary Adelman, Director, Administration, and to no other office or individual at ABOR. 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. Oral statements or instructions shall not constitute an addendum to this RFP. The RFP shall only be modified by an RFP Amendment. Offeror shall not be entitled to rely on any verbal response from ABOR. Formal questions regarding any part of this RFP that may result in a material issue or a formal addendum must be submitted in writing. All correspondence regarding this RFP shall be directed to ABOR at:

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

SECTION B

BACKGROUND INFORMATION AND TIMELINE

The Arizona public university enterprise employs an entrepreneurial approach with an innovative leadership and organizational design that recognizes each university’s unique mission; holds the enterprise to the highest standards of quality and accountability; and works collaboratively to achieve statewide goals.

This Agreement will be non-exclusive and ABOR reserves the right to continue to identify and or use other consultants to the extent it deems necessary to effectuate ABOR’s mission.

Successful Offerors will work on projects and assignments as determined by ABOR under the direction of the Board Executive Director or designee. The projects may range from a few hours to several months and will be driven by ABOR need and financial availability.

Selected Offeror(s) will be required to enter into a Contract with ABOR. The Contract shall not bind nor purport to bind ABOR for any contractual commitment in excess of the original contract period. ABOR shall have the right, at its sole discretion, to renew the Contract for a total contract period not to exceed 5 years. If ABOR exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period.

PROJECTED TIMELINE

9/9/2022	RFP Release and Advertise
9/26/2022	Deadline to Submit Questions/Requests for Clarifications
10/11/2022	Bid Due Date
10/12/2022	Bid Evaluation Begins
10/26/2022	Award Contract

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 Director, Administration and in accordance with ABOR policies.
3. All 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. Offer 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.
 - 4.3. Submit Offer sealed and marked as follows:
 - Offeror's Name**
 - Offeror's Title**
 - Offeror's Company**
 - RFP 2023001**
 - Date and Time Offer Is Due**
5. No telephonic, electronic, nor facsimile Offer shall be considered. Offers received after the date and time set for opening will be rejected. ABOR reserves the right to extend the time and date set for opening.
6. Any person, firm, corporation, and/or association submitting an Offer shall be deemed to have read and understood all the terms, conditions, and requirements specified herein.
7. Definitions:
 - 7.1. "Award" - means the earliest of: (a) issuance of a Notice to Proceed; (b) execution of a Contract between ABOR and the successful Offeror(s); or (c) authorization to contract provided by ABOR for such purpose.
 - 7.2. "Contract" - shall mean an agreement entered into between ABOR and a successful Offeror as a result of this RFP.

- 7.3. "May" - indicates something that is not mandatory but permissible/desirable.
- 7.4. "Offer" - shall mean the proposal from an individual or firm for the provision outlined in this RFP.
- 7.5. "Offeror" - shall mean a person or firm submitting an Offer in response to this RFP.
- 7.6. "Shall", "Must", "Will" - indicate mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive and/or not susceptible for award.
- 7.7. "Should" - indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, ABOR may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.
8. It is ABOR's intent to select the Offer(s) 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.
9. Any information considered to be proprietary by the Offeror shall be placed in a separate envelope and marked "Proprietary Information". To the extent the ABOR Director, Administration concurs, this information shall be considered confidential and not public information. The ABOR Director, Administration shall be the final authority as to the extent of material, which will be considered confidential. **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.**
10. An Offer may be withdrawn at any time prior to the time and date set for opening.
11. An Offer and accompanying documentation will become the property of ABOR at the time the Offer is opened.
12. ABOR reserves the right to cancel this solicitation, reject any or all Offers or any part thereof, or to accept any Offer or any part thereof and to waive or decline to waive irregularities in any Offer when it determines that it is in its best interest to do so. ABOR has the right to hold Offer for a period of ninety days after the opening date, the right to accept an Offer not withdrawn before the date set for opening, to negotiate with any Offeror considered qualified, or make any Award without written discussion.
13. ABOR reserves the right to conduct discussions and negotiations with the Offeror, to accept revisions of Offer, and to negotiate price changes. ABOR shall not disclose any

information derived from Offer or from discussions with other Offerors prior to Contract Award.

14. ABOR may request a presentation, demonstration, or samples be given in the event the Offer is deemed to be among the most advantageous to 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.
 - 14.1. If presentation is to be held virtually, the ABOR will indicate information required to provide such presentation.
15. The Offeror may submit requests for changes or additions to ABOR terms and conditions set forth in Section F, Terms and Conditions. Any such changes must be submitted with the Offer as required in Section D, Offer Format, or the Offeror will have waived the right to object or add to ABOR's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement, or any other agreement, but rather as additional terms that do not conflict with ABOR's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to ABOR terms and conditions may, if ABOR, at its sole discretion, determines not to accept the alternate terms and conditions, be rejected as non-responsive and/or not susceptible for award.
16. By submitting an Offer, the Offeror agrees that any information provided within the Offer and accepted by ABOR shall become a binding part of a resulting Contract.
17. The successful Offeror(s) will be required to enter into a Contract with ABOR. ABOR's terms and conditions shall be incorporated into the resulting Contract between ABOR and the successful Offeror. The Contract shall not bind nor purport to bind ABOR for any contractual commitment in excess of the original contract period of one year. ABOR shall have the right, at its sole discretion, to renew the Contract for up to four (4) 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.
18. ABOR is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the Offeror shall make every effort to use SB & SDB in the performance of the Contract.
19. Requests for clarification of information shall be received no later than ten working days prior to the time and date set for opening. If applicable, addenda shall be issued to each Offeror of record. Failure to request clarification within the timeframe will constitute a waiver of the right to object and shall not be grounds for a protest.

20. Any objections to alleged errors, irregularities, improprieties, specifications, or content shall be made prior to the time and date set for opening. Failure to object prior to the time and date set for opening will constitute a waiver of the right to object and shall not be grounds for a protest.
21. Failure to receive an addendum shall give Offeror the option of:
 - 21.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.
 - 21.2. Withdrawing its Offer without penalty.
22. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.
23. Unless specifically stated to the contrary, manufacturer's names, trade names, brand names, or catalog numbers used in the specifications of this RFP shall be for the purpose of describing and/or establishing the quality, design, and performance required. Such reference shall not be intended to limit or restrict an Offer. Any Offer, which proposes like quality, design, and/or performance, shall be considered.
24. ABOR will not guarantee any minimum purchase volumes of any kind from the resulting Contract.
25. ABOR shall not reimburse the Offeror the costs associated with responding to the RFP.
26. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions, and boards. In addition, eligible municipalities, counties, universities, political subdivisions, and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant Contract, applicable entities must have entered into a cooperative purchasing agreement with either ABOR for and on behalf of the universities or the State of Arizona pursuant to A.R.S. § 41-2632.
27. ABOR treats Offerors in a fair, honest, and consistent manner by conducting the RFP process in good faith and by granting all Offerors a comparable opportunity to win an award. In the event the Offeror feels the process did not follow established policies and qualifies as an interested party, the Offeror may file a protest pursuant to ABOR procurement policy, Section 3-809. ABOR takes protests seriously and expects Offerors to do so as well. Frivolous protests shall not be considered.
28. Protests shall be received at the ABOR office located at 2700 N. Central Ave., Suite 400, Phoenix, AZ 85004.

SECTION D**OFFER FORMAT**

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

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

SECTION E REQUIREMENTS

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

Provide a detailed response to each requirement in Section E, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, indicate ability to comply with and/or agreement to the numbered requirement. The Offeror is encouraged to provide any additional information that is not specifically identified in this RFP 2023001.

1. QUALIFICATIONS AND EXPERIENCE

- 1.1. Provide a corporate history/management summary and evidence that the Offeror and/or its officers have been engaged in providing similar products and services as described herein. Describe Offeror's growth for the past three years.
- 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. The Offeror's experience, including the number of years of experience acting as a prime contractor providing services similar to the services described in their proposal and required in this solicitation. The Offeror should have at least 5 years' experience performing this work for State Agencies or Universities.
- 1.5. Submit an overview of an example research and/or survey analysis or sample work product the Offeror has completed with measured results and include the interpretation and outcomes of the work. (A high level 2 page summary will suffice)

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 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.

3. CLIENT REFERENCES

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

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

4. SCOPE OF SERVICES

Provide a detailed technical Offer for proposed method of accomplishing the requirements and the ability to satisfy all components specified below.

4.1. Survey Research

4.1.1. Develop statistically reliable surveys:

- 4.1.1.1. Public opinion surveys
- 4.1.1.2. Community attitude surveys

4.1.2. Create needs assessments/market demand surveys

4.1.3. Conduct focus groups

4.1.4. Develop respondent driven surveys

- 4.1.4.1. Community attitude surveys
- 4.1.4.2. Customer/stakeholder satisfaction surveys

4.1.5. Perform needs assessments

4.2. Task Assignment/Project Management

- 4.2.1. Offeror shall confirm in writing the specific scope of work, deliverables

timeline, and budget for each task order issued under a resultant contract. This project statement of work shall be approved by ABOR prior to the start of any work under the contract.

- 4.2.2. Offeror shall inform ABOR of the impending use of any Subcontract work and should inform ABOR of the Subcontract scope of work for approval prior to beginning work. Subcontracted work shall be inclusive in the quoted price.

4.3. Reports and Deliverables

- 4.3.1. Offeror shall understand and agree that all work performed by the offeror under this agreement shall be submitted to the Board Executive Director or designee for review and approval.
 - 4.3.1.1. Offeror shall understand and agree that the Board Executive Director or designee shall have the right to modify, change, or delete any part of the contractor's deliverables.
 - 4.3.1.2. Offeror shall understand and agree that the data collected as a result of the original research in the property of ABOR.

5. METHOD OF APPROACH

- 5.1. Clearly state your understanding of the Scope of Work and the acceptance of all Requirements, noting any exceptions. As noted in Sections C, F and G, any exceptions contained in the Offer may negatively impact an offer's responsiveness and/or susceptibility for award. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 5.2. Describe the method and tools to be used to obtain data and perform services as described in the scope of work.
- 5.3. Explain your approach of dealing with individuals from different cultural backgrounds, diversities, special needs and/or physical challenges. If this is not applicable please indicate that and leave this blank

6. FEE SCHEDULE

Offeror shall submit a detailed fee schedule to include all aspects of providing the scope of work associated with this RFP.

7. ADDITIONAL SERVICES

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

SECTION F

TERMS AND CONDITIONS

The Offeror may submit requests for changes or additions to ABOR terms and conditions set forth in this Section F. Any such changes must be submitted with the Offer as required in Section D, or the Offeror will have waived the right to object or add to ABOR's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement, or any other agreement, but rather as additional terms that do not conflict with 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 and/or not susceptible for award.

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. World Wide Web sites;
- 9.1.1.4. software;
- 9.1.1.5. multimedia (including videotapes); and
- 9.1.1.6. office equipment, such as copiers and fax machines.

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

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

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

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

9.2.2. Products include, but are not limited to:

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

10. **Indemnification.** The Offeror shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Offeror or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes

any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Offeror to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Offeror from and against any and all claims. It is agreed that the Offeror shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Offeror agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from services performed by the Offeror for the State of Arizona.

11. **Labor Disputes.** The Offeror shall give prompt notice to ABOR of any actual or potential labor dispute which delays or may delay performance of this Contract.
12. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement 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. Neither the Supplier/Contractor nor ABOR shall be liable for failure to perform if such failure is caused by or due to acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, or any cause beyond the control of Supplier/Contractor or the University. Neither party shall be under any further obligation to the other.
13. **No Waiver.** No waiver by ABOR of any breach of the provisions of this Contract by the Offeror shall in any way be construed to be a waiver of any future breach or bar ABOR's right to insist on strict performance of the provisions of the Contract.
14. **Modifications.** This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
15. **Assignment-Delegation.** No right or interest in this Contract shall be assigned or delegation of any obligation made by the Offeror without the written permission of ABOR. Any attempted assignment or delegation by the Offeror shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
16. **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Offeror hereby assigns to ABOR any and all claims for such overcharges.
17. **Cancellation for Lack of Funding.** This Contract may be canceled without any further obligation on the part of ABOR in the event that sufficient appropriated funding is

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

18. **Cancellation for Conflict of Interest.** In accordance with A.R.S. § 38-511, this Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of ABOR shall, at any time while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
19. **Termination.** ABOR may terminate this Contract with or without cause upon 30 days written notice to the Offeror. If this Contract is terminated, ABOR shall have no further obligations other than payment for services already rendered and for expenses previously incurred.
20. **Insolvency.** ABOR shall have the right to terminate this Contract at any time in the event the Offeror files a petition in bankruptcy or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Offeror and not discharged within 30 days; or if the Offeror becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Offeror or its business.
21. **Anti-Kickback.** In compliance with FAR 52.203-7, ABOR has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operation and direct business relationships. As a party to the Contract, the Offeror is expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 C.F.R. Part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.
22. **Gratuities.** ABOR may, by written notice to the Offeror, cancel this Contract if it is found by ABOR that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by ABOR pursuant to this provision, ABOR shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Offeror in providing such gratuities.
23. **Inspection and Audit.** In accordance with A.R.S. § 35-214, the Offeror shall retain and shall contractually require each subcontractor to retain all books, accounts, reports, files, and other records relating to this Contract for a period of five years after completion of this Contract. All records shall be subject at all reasonable times to inspection and audit by ABOR or the Auditor General of the State of Arizona, or their agents. Such records shall be produced at ABOR or such other location as designated by ABOR upon reasonable notice to the contracting party.

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

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

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

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

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

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

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

Professional Liability

Each Claim or Each Wrongful Act	\$1,000,000
Annual Aggregate	\$2,000,000

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

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

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

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

Additional Insured: The certificate shall name the State of Arizona and the Arizona Board of Regents, 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.

25. **Sales and Use Tax.** The Offeror shall comply with and require all of their subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Offeror further agrees to indemnify and save harmless ABOR, of and from any and all claims and demands made against it by virtue of the failure of the Offeror or any subcontractor to comply with the provisions of any or all said laws in amendments. ABOR is not exempt from state sales excise tax and compensation use tax.
26. **Changes.** Within the limits allowed by law, the Offeror agrees that ABOR may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and the Offeror shall enter into a modification of the Contract to reflect said changes.
27. **Invoices.** Invoices will be emailed to accounting@azregents.edu. Invoices will be for all services delivered within the month. All invoices shall reference the Contract.
28. **Payment.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. Any obligation under this Contract shall be payable only and solely from funds appropriated for the purpose of the Contract.
29. **Personnel.** Employees of the Offeror assigned to the project and identified by name in the Contract shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of ABOR.
30. **Independent Contractor.** It shall be understood that the Offeror shall operate as an Independent Contractor, not as an employee or agent of ABOR.

31. **Service Marks and Trademarks.** For purposes of this provision, the phrase "ABOR Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by ABOR. The Offeror agrees to comply with ABOR's trademark licensing program concerning any use or proposed use by the Offeror of any of ABOR Mark on goods, in relation to services, and in connection with advertisements or promotion of the Offeror or its business. Except as expressly authorized in this Agreement, the Offeror is not permitted to use any ABOR Mark without prior written approval of ABOR. Prior to any use of an ABOR Mark by the Offeror or its affiliates or successors or assigns, the Offeror will comply with ABOR's Licensing Policy.
32. **Advertising/Publishing.** The Offeror shall not advertise or publish, without ABOR's prior consent, the fact that ABOR had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes.
33. **Legal Workers.** Pursuant to A.R.S. § 41-4401, ABOR is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

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

34. **Data Ownership.** ABOR will own, or retain all of its rights in, all data and information that ABOR provides to the Offeror, as well as all data managed by the Offeror on behalf of ABOR including all output, reports, analyses, and other materials relating to or generated by the services, even if generated by the Offeror, as well as all data collected, extracted, or received through ABOR's or the Offeror's use of the services or deliverables (collectively, "ABOR Data"). ABOR Data shall be considered ABOR's confidential information. The Offeror shall not use, access, disclose, or license or provide to third parties, any ABOR Data, or any materials derived therefrom, except, in each case, as authorized in writing by ABOR. Without limiting the generality of the foregoing, the Offeror may not use any ABOR Data, whether or not aggregated or de-identified, for product development, marketing,

profiling, benchmarking, or product demonstrations, without, in each case, ABOR's prior written consent.

35. **Non-Disclosure and Trade Secrets.** The Offeror may receive (or has received) from ABOR and otherwise be exposed to confidential and proprietary information relating to ABOR's business practices, strategies, and technologies, ABOR Data as well as confidential information to ABOR necessary to perform the services and/or provide the deliverables (collectively, ABOR Confidential Information). ABOR Confidential Information may include, but not limited to, confidential and proprietary information supplied to the Offeror with the legend "ABOR Confidential and Proprietary" or other designations of confidentiality. As between the Offeror and ABOR, ABOR Confidential Information is the sole, exclusive, and valuable property of ABOR. Accordingly, the Offeror will not reproduce or otherwise use any of ABOR Confidential Information except in the performance of the Services or the provision of the Deliverables and will not disclose any of 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 ABOR Confidential Information, in all forms and media, in the Offeror's possession or under the Offeror's control. In addition, the Offeror will not disclose or otherwise make available to ABOR any confidential information of the Offeror or received by contractor from any third party.

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

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

The Offeror is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard "PCI DSS", Payment Application Data Security Standard "PA DSS" for software and PIN Transaction Security "PCI PTS" for hardware and provide attestation of compliance annually. The technical solution must include the following:

- 36.1. The Offeror maintains their own network operating on their own dedicated infrastructure. The Offeror's network includes a firewall that includes access control

rules that separate the Offeror's PCI network from ABOR and restricts any communication between the Offeror's network devices and ABOR systems.

36.2. The Offeror treats ABOR network as an untrusted network and encrypts all cardholder data traversing ABOR network using industry standard encryption algorithms.

36.3. A system where ABOR has no ability to decrypt cardholder data.

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

37. **Participation in Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel.

38. **Essence of Time.** Time shall be of the essence as to matters contemplated by a resulting Contract under this RFP.

SECTION G EVALUATION CRITERIA

It is ABOR's intent to make an Award to Offeror(s) that, in the opinion of ABOR, present Offer(s) 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. Qualifications and Experience, Project Resources, Client References (refer to Section E.1 – E.3).
 POINTS: 25

2. A detailed technical Offer including, but not limited to, clarity and reasonableness of proposed method of accomplishing the requirements and the ability to satisfy all components specified (refer to Section E.4 – E.5).
 POINTS: 40

3. Fees (refer to Section E.6)
 POINTS: 15

4. Other services (refer to Section E.6 and E.7)
 POINTS: 5

5. Overall responsiveness to RFP
 POINTS: 15

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

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 who's 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 who's relative has, a substantial interest in any Contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

**AN AUTHORIZED AGENT OF THE OFFEROR
SHALL SIGN THE CONFLICT OF INTEREST CERTIFICATION**

SECTION I LEGAL WORKER CERTIFICATION

Pursuant to A.R.S. § 41-4401, ABOR is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

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

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror’s Authorized Agent		Signature of Offeror’s Authorized Agent
Title of Offeror’s Authorized Agent		Date

**AN AUTHORIZED AGENT OF THE OFFEROR
SHALL SIGN THE LEGAL WORKER CERTIFICATION**

SECTION J**ANTI-LOBBYING CERTIFICATION**

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

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

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

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

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

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

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

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

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

SECTION K**FEDERAL DEBARRED LIST CERTIFICATION**

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

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) (check one) Are () or are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>).

(B) (check one) Have () or have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are () or are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror (check one) has () or has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be

considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the Contract resulting from this solicitation for default.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

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

SECTION L

PARTICIPATION IN BOYCOTT OF ISRAEL

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the “Exempt Solicitation, Contract, or Contractor” option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

- ...

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record.
- The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
() -		() -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

**AN AUTHORIZED AGENT OF THE OFFEROR
SHALL SIGN THE PARTICIPATION IN BOYCOTT OF ISRAEL**

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. 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.
4. Services performed under this Contract will be performed by NAME, who will report to the ABOR Executive Director or designee.
5. Payments will be made in accordance with the fee schedule in Exhibit B to the Agreement.
6. 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.
7. 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.
8. 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.
9. 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.

10. CONSULTANT will maintain, until all of CONSULTANT's obligations have been discharged, insurance against claims that may arise from or in connection with the performance of the work performed by the CONSULTANT.
11. ABOR shall be permitted to retain other consultants performing similar tasks and services as the CONSULTANT, and the CONSULTANT shall be permitted to provide services to other parties consistent with the CONSULTANT's obligation to complete the services undertaken pursuant to the terms of this Agreement.
12. To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative remedies. .
13. 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.
14. CONSULTANT shall address all notices (excluding reimbursement claims) relative to this Agreement to:

ABOR shall address all notices relative to this Agreement to:

15. CONSULTANT shall comply with Section F "Terms and Conditions" of RFP 2023001, which are attached to this Agreement as Exhibit C and incorporated herein by reference.
16. 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.

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

18. 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 _____

Name _____

Name _____

Title _____

Title _____

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 2023001, Section F)



September 27, 2022

REQUEST FOR PROPOSAL

ARIZONA BOARD OF REGENTS
REQUEST FOR SURVEY RESEARCH SERVICES
RFP 2023001

AMENDMENT 1

The Arizona Board of Regents received the following questions for RFP 2023001 for survey research services.

1. The RFP refers to a Scope of Work (for example, 5.1; 5.2 and 6 in section E). Was a Scope of Work meant to be included with the RFP? If a Scope of Work was not meant to be included, can ABOR provide any information about the overall objectives or topics of this research at this point?

ANSWER: Section E.4 "Scope of Services" is the Scope of Work for this RFP.

2. Is ABOR able to provide any information about preferences for the universe (i.e. statewide, national, elites), cadence (i.e. monthly, quarterly, etc.), method (phone, web etc.) or sample size for research?

ANSWER: The preference would be statewide, depending on the research sought. Regional work is not completely ruled out. Anticipate monthly, or quarterly projects depending on the need or urgency. Method could be phone, web or focus groups depending on the project.

3. Generally, our firm sees itself as a strategic consulting firm that takes a leading role in instrument design, sampling decisions, analysis, and strategic recommendations for communications or and policies; and subcontracts to a data collection vendor who is responsible for calling centers, programming online surveys, and delivering data to us. Using these broad definitions, is it possible to give insight on if ABOR is looking to hire a strategic consulting firm or a data collection vendor with this RFP?

ANSWER: ABOR needs data collection, interpretation of the data, and possible strategic advice on steps to implement or improve based on the data collected.

4. Should forms from section H, I, J, K, and L get submitted with the offeror's proposal or after an offeror is selected and with a contract?

ANSWER: The certification forms must be submitted with the proposal.

ABOR has also added Section N Uyghur Forced Labor Ban Certification to the RFP. This certification must be completed and included in all proposals.

Section N Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq.*, all offerors must select one of the following:

- The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- Exempt Contractor**
Indicate which of the following statements applies to the Contractor (may be more than one):
- Contractor is a sole proprietorship;
 - Contractor has fewer than ten (10) employees; and/or
 - Contractor is a non-profit organization.

Company Name

Signature of person authorized to sign

Address

Printed name and title

City, State, ZIP

Contact email address

Contact phone number