



June 29, 2021

REQUEST FOR PROPOSAL

SURVEY AND STATISTICAL ANALYSIS OF SURVEY RESULTS  
FOR ARIZONA LATINO COMMUNITY PERCEPTIONS OF HIGHER EDUCATION ACCESSIBILITY

RFP 2021005

DUE: 2:00 P.M., MST, July 28, 2021

Deadline for Inquiries	5:00 P.M., MST, 7/16/2021
Time and Date Set for Closing	2:00 P.M., MST, 7/28/2021

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## 1. INTRODUCTION

- 1.1. ABOR Background. The Arizona Board of Regents (ABOR) is the governing body for Arizona State University (ASU), Northern Arizona University (NAU) and the University of Arizona (UA). The ABOR executive director and the university presidents report to a twelve-member Board of Regents that is appointed by the Governor of Arizona. Additional information on the Board is available at <https://azregents.edu>.
- 1.2. Proposal Background
  - 1.2.1. ABOR is requesting sealed Proposals from qualified Proposers to design and execute a representative survey/poll of perceptions, attitudes, behaviors, and messaging impact of higher education accessibility among the Arizona Latino community and to provide a statistical analysis of survey results.
  - 1.2.2. This Request for Proposal (RFP) is part of a competitive negotiation process intended to allow ABOR to obtain goods and/or services as outlined herein in a manner that is most advantageous to ABOR. This RFP provides ABOR the flexibility to negotiate with Proposers, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Proposals will be considered public records and will be available for review, as allowed by Arizona law and the Code.
  - 1.2.3. It is ABOR's intent to select the Proposal(s), which are most favorable to ABOR 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.
  - 1.2.4. The initial Contract term will be for 1 year with the possibility of renewals, for a total term not to exceed five years.
- 1.3. Coverage and Participation. Unless objection is submitted with the Proposal, it is the intent of ABOR that any Award resulting from the RFP be available for use by ABOR and any other Arizona University, along with any other educational institution or Governmental entities, to the extent allowed by Arizona law and the Code.
- 1.4. Communications. All questions or inquires relating to this RFP must be directed to:  
Mary Adelman  
Director, Administration  
2700 N. Central Ave., Ste. 400  
Phoenix, AZ 85004  
602-229-2523  
[Mary.Adelman@azregents.edu](mailto:Mary.Adelman@azregents.edu)

## 2. DEFINITIONS

Capitalized terms shall have the meaning set forth in Board Policy 3-801.B <https://public.azregents.edu/Policy%20Manual/3-801-General%20Provisions.pdf>, with the exception of the following terms which shall have the meanings set forth below in this RFP.

- 2.1. “May” or “Should” indicates something that is not mandatory but permissible/desirable. If a Proposer fails to provide recommended information, ABOR may, at its sole option, ask Proposer to provide the information or evaluate the Proposal without the information.
- 2.2. “Must,” “shall,” “will” indicates a mandatory requirement. Failure to meet any mandatory requirements may result, in ABOR’s sole discretion, in the rejection of your proposal.
- 2.3. “MST” means Mountain Standard Time, the time zone in which ABOR operates. Arizona does not observe Daylight Savings Time.
- 2.4. “Proprietary Information” means trade secrets and other proprietary or confidential information exempt from Arizona’s Public Records Statute pursuant to A.R.S. § 15-1640(A). Contract terms and conditions, pricing, and information generally available to the public are not considered Proprietary Information under the Code (See Code § 3-801(D)(1)).
- 2.5. “RFP” refers to this request for proposal, RFP 2021005.
- 2.6. “Successful Proposer” means any Proposer selected by ABOR to receive an Award as a result of this RFP and to enter into a Contract to provide ABOR with the products or services sought by this RFP.

### **3. INSTRUCTIONS TO PROPOSERS**

#### **3.1. General Requirements.**

- 3.1.1. The data, specifications, and requirements outlined herein are intended to serve as a general guideline for ABOR's requirements. Proposers should submit a fully detailed Proposal that adequately describes the advantages and benefits to ABOR. Proposers should provide a detailed response to each requirement in this RFP, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, each Proposer should indicate their ability to comply with and/or agreement to the requirements of this RFP. Proposers are encouraged to provide any additional information that is not specifically identified in this RFP that would assist ABOR in making its evaluations based upon the disclosed evaluation criteria.
- 3.1.2. Any Person submitting a Proposal shall be deemed to have read and understand all the terms, conditions, and requirements in this RFP.
- 3.1.3. ABOR shall retain this RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Proposer's submission, is grounds for immediate disqualification.
- 3.1.4. Proposer agrees that ABOR will not pay for or be responsible for any cost or expense incurred by Proposer in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP.
- 3.1.5. ABOR reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, or to withhold the Award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. ABOR also reserves the right to hold all Proposals after the Opening date and the right to accept a Proposal not withdrawn before Opening.
- 3.1.6. Proposer may withdraw their Proposal any time prior to Opening. Proposer may request to withdraw their Proposal after Opening and any time prior to selection and notice of Award. ABOR shall have sole authority to grant or deny such a request. In the event ABOR grants such a request, it may withhold issuing future Requests for Proposals to such Proposer.
- 3.1.7. All Proposals and accompanying documentation will become the property of ABOR at the time the Proposals are opened. It will be the Proposer's responsibility to request that samples be returned to the Proposer and provide a method for doing so at the expense of the Proposer. If such a request is not received and a method of return is not provided, all samples shall become the property of ABOR forty-five days from the date of Award and may be disposed of in ABOR's sole discretion.

- 3.1.8. Collusion with other Proposers or employees thereof, or with any employee of ABOR, is prohibited and may result in disqualification of the Proposer and/or cancellation of an Award. Any attempt by the Proposer, whether successful or not, to subvert or skirt the principles of open and fair competition may result in disqualification of Proposer and/or cancellation of an Award.
- 3.1.9. Each Proposer shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Proposer, ABOR, and any other party to this RFP. Without limiting the foregoing, Proposer shall refrain from offering or giving gratuities, in the form of entertainment, gifts or otherwise, 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. ABOR reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Proposer disqualification and/or cancellation of an Award shall result.
- 3.1.10. If any Proposer or any of the Proposer's employees, agents, or other representatives participating in this RFP need, or have questions about ABOR's accommodations for people with disabilities, arrangements can be made by contacting Mary Adelman at 602-229-2523 or [mary.adelman@azregents.edu](mailto:mary.adelman@azregents.edu). Such requests should be made as early as possible to allow time to arrange the accommodation(s).
- 3.1.11. ABOR shall have the right to use any ideas that are contained in any Proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the Proposal shall not affect ABOR's right of use. Provided, however, that ABOR will, in good faith, honor the proprietary and confidential nature of any Proposer information that is enclosed in a separate envelope from the Proposal and clearly designated and conspicuously labeled as set forth in Section 7.4.9 of this RFP.
- 3.1.12. Any protest of this procurement must comply with the requirements of section 3-809(B) of the Code.
- 3.1.13. Proposer shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable in performing any work under this RFP.
- 3.1.14. ABOR is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision of this RFP, regardless of whether such information is obtained from any office, agent, or employee of ABOR. Such information shall not affect the Proposer's risks or obligations under a Contract resulting from this RFP.

- 3.1.15. Any Proposer exception, stipulation, counteroffer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by ABOR and thereafter incorporated into any Contract resulting from this RFP.
- 3.2. Attention to Terms and Conditions. Proposers are cautioned to thoroughly understand and comply with all matters covered under Exhibit C Terms and Conditions of this RFP. The Successful Proposer is expected to enter into the form of agreement approved by the Board, refer to Section 9. The ABOR terms and conditions included in this RFP, are intended to be incorporated into the Contract. **Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Proposals must state any exceptions taken to the mandatory terms and conditions in detail.**
- 3.3. Project Resources.
- 3.3.1. The Successful Proposer shall be required to provide the 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 Proposer's staff assigned for relevant qualifications and experience.
- 3.3.2. Proposals shall include a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.
- 3.3.3. Proposer may subcontract installation, training, warranty, or maintenance service with prior ABOR authorization. Proposal shall list and describe any subcontractor's qualifications and relevant experience and describe how Proposer guarantees subcontractor performance. The Successful Proposer shall remain solely responsible for the performance of a resulting Contract from this RFP. All ABOR payments for goods and/or services shall be made directly to the Proposer.
- 3.3.4. ABOR reserves the right to inspect Proposer's facilities prior to Award or any time throughout the term of the Contract.
- 3.4. Small Businesses. ABOR is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, Proposer (Tier 1) will make commercially reasonable efforts to use SB & SDB in the performance of any Contract resulting from this RFP. Proposals should include a description of the Proposer's efforts to solicit SB & SDB participation in providing the services.
- 3.5. Substitute Materials. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this RFP are for the purpose of describing and/or establishing the quality, design and

performance required. Any such reference is not intended to limit or restrict any Proposal and is included in order to advise on ABOR's needs. Any Proposal, which proposes like quality, design or performance, will be considered.



#### 4. SCOPE OF WORK

- 4.1. ABOR is soliciting proposals for a contractor. In consultation with ABOR staff, the successful bidder will design, coordinate, implement, and evaluate a statistically valid and representative survey/poll of perceptions of and attitudes towards higher education accessibility among the Arizona Latino community and to provide a statistical analysis of survey results. This survey will identify factors, policies, and messaging that discourage, impede, influence and/or encourage Arizona Latinos from pursuing a college education.
- 4.2. Background. Increasing Latino degree attainment is imperative to Arizona's social and economic future. Latino students constitute a large and rapidly-growing proportion of all K-12 enrollments in Arizona. While rates of Latino college enrollment and completion have improved in recent years, they continue to lag the Arizona average, and significantly trail the national average. In order to address the current disparity in educational attainment ABOR needs to better understand the Latino community's attitudes, behaviors, and perceptions of access to higher education as well as the extent to which various hypothesized factors (financial obstacles - both real and perceived, inadequate K-12 academic preparation, lack of awareness of college admission requirements, lack of family support, geographic distance, cultural barriers etc.) impinge upon the propensity of young Latino Arizonans to enroll in and complete a post-secondary education.
- 4.3. Survey Design. The successful bidder will work closely with ABOR staff to design a survey (or set of surveys) to identify the attitudes, behaviors, perceptions, barriers, and messaging impact influencing college degree attainment among Arizona's Latino population. Surveys will be developed in both English and Spanish
- 4.4. Sample Identification. The successful bidder will determine the sample size and sample period for the following target populations:
  - Latino parents of middle and high school students in Arizona.
  - Latino High School students in Arizona.
  - 18–24-year-old Latino High School graduates who have not enrolled in college.
- 4.5. Survey Execution. The successful bidder will work closely with ABOR staff to determine the appropriate method of distributing the surveys/polls to each target group (in person, telephone, online). The successful bidder will provide an indicative timeline for sample recruitment, data collection, analysis and presentation.
- 4.6. The successful bidder will distribute surveys/polls and collect data until a statistically valid response rate has been reached for each target group. The successful bidder will also identify and implement strategies designed to optimize the response rate for each respondent type.

- 4.7. Data Collection and Analysis. The successful bidder will create summary tables for all survey/poll questions. Summary data will be provided to ABOR. The successful bidder will describe and analyze any statistically significant differences in responses across key categories such as household income, parental educational attainment, geographic location, and immigration status. Appropriate statistical techniques will be employed to address key questions identified by ABOR. These findings and relevant background information will be included in a written report to ABOR and a slide deck.
- 4.8. The successful bidder will identify and detail methods to ensure data quality and security and will ensure that all data will remain confidential and anonymous at all times.
- 4.9. Presentation of Findings. The successful bidder will produce a slide deck outlining the key findings of the survey. The bidder will present the key findings to ABOR staff, Board members and any other audiences designated by ABOR.
- 4.10. Warranties.
- 4.10.1. Each Proposal shall state the warranties to be offered by Proposer.
- 4.10.2. Unless stated elsewhere in this RFP, ABOR expects that Proposer will provide the following warranties, at a minimum: (i) that all of the Contract services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) that the Successful Proposer will comply, and will be responsible for ensuring its owner, members, employees, agents, contractors and subcontractors comply, with all applicable federal, state and local laws in the performance of a resulting Contract; (iii) that the Successful Proposer owns or has sufficient rights in all goods and services to be delivered by the Successful Proposer, and the goods and services delivered by the Successful Proposer will not infringe upon or violate any Intellectual Property of any third parties;
- 4.11. Additional Services. Proposer may offer additional goods and/or services not specifically requested in this RFP, including associated costs. ABOR shall determine, in its sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit, at any time throughout the Contract or any renewal term, dependent on the needs of ABOR.
- 4.12. Quality Assurance Plan. Proposals shall provide a quality assurance plan that details the methods by which the Proposer guarantees performance.

4.13. Sustainability.

4.13.1. ABOR is committed to buying products with recycled content or environmentally sustainable alternatives. Identify all environmentally sustainable features and supply all relevant specifications of offered products. Include in the Proposal, information regarding Proposer's overall sustainable efforts.

## **5. PRICING AND PAYMENT**

- 5.1. Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this RFP.
  
- 5.2. Any pricing and/or revenue offerings in a Proposal may be considered a final offer by ABOR, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, unless otherwise specified in the Proposal. ABOR may accept or reject in part or entirely a Proposal's pricing and/or revenue offerings, unless otherwise specified in the Proposal. A Proposal's pricing and/or revenue offering may not be modified after Opening unless ABOR, at its sole discretion, permits such modification. ABOR may reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method in this RFP.

## 6. QUALIFICATIONS

ABOR is soliciting Proposals from Persons which are in the business of providing services as listed in this RFP. Failure to include any requested information may be grounds for rejection of the Proposal.

- 6.1. Prior Experience. Proposals shall present a corporate history/management summary and evidence that the Proposer and/or its officers have been engaged for a minimum of two years in providing similar products and services as described herein. Proposer may also describe Proposer's growth for the past two years.
  - 6.1.1. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three years or is anticipated in the next two years.
  - 6.1.2. Detail Proposer's experience with similar/like projects. In particular, please detail any experience polling/surveying Latino populations and/or polling surveying minors. Please provide details of Spanish language expertise, and familiarity with commonly used statistical software such as R, Stata, SPSS etc. If applicable, please provide details of domain expertise in higher education policy.
- 6.2. Disputes/Litigation.
  - 6.2.1. Describe the material issues of any current patent or copyright lawsuits or any other legal actions against Proposer including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.
  - 6.2.2. Describe litigation disputes for the past 5 years related to similar projects or Proposer's ability to perform.
- 6.3. Proposer References.
  - 6.3.1. Provide, at minimum, three references, not including ABOR, identifying firms with requirements similar to those of ABOR. Provide the name of the firm, contact person, email and the telephone number.
  - 6.3.2. ABOR may, but is not required to, contact the provided references and/or additional references not provided by Proposer. ABOR may give preference to those references that are most similar to ABOR.
- 6.4. Additional Qualification Requirements. Please indicate any relevant industry memberships such as the American Association for Public Opinion Research.

## 7. RFP PROCESS

7.1. Intent / Right to Terminate and Recommence RFP Process. ABOR intends to enter into a Contract with one or more Proposers whose Proposal(s) are considered to be in the best interests of ABOR. However, ABOR may terminate this RFP process at any time up to notice of Award, without prior notice, and without liability of any kind or amount. Further, ABOR reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

### 7.2. Communications Regarding the RFP.

7.2.1. All solicitations are performed under the supervision of the ABOR Director, Administration, acting as Chief Procurement Officer and in accordance with ABOR policies and procedures.

7.2.2. Any and all questions regarding this RFP shall be directed to the ABOR Director, Administration and to no other office or individual at ABOR. Any Proposer who improperly attempts to communicate with unauthorized ABOR personnel regarding the RFP may face disqualification at the discretion of ABOR.

7.2.3. All formal inquiries or requests for significant or material clarification or interpretation, or notification to ABOR of errors or omissions relating to this RFP must be in writing, and using the Proposer Inquiry Form in Exhibit B, and directed by email to mary.adelman@azregents.edu. All formal inquiries must be submitted at least ten calendar days before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

7.2.4. ABOR may answer informal questions orally. ABOR makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Proposer shall not be entitled to rely on any verbal response from ABOR.

7.3. Schedule of Events. The following is the schedule that will apply to this RFP, but may change in accordance with ABOR's needs.

June 29, 2021	Issuance of RFP
July 16, 2021	Technical Questions/Inquiries due no later than 5:00 PM/MST
July 28, 2021	RFP is Due July 28, 2021, no later than 2:00 PM, MST
August 20, 2021	Complete Evaluations
August 23, 2021	Award Notification
August 31, 2021	Receipt of Insurance
September 1, 2021	Commence Service

7.4. Submitting Proposals.

- 7.4.1. All Proposals shall be submitted, and all communications with ABOR shall be made in accordance with the terms of this RFP.
- 7.4.2. Proposals are to be addressed and delivered to the ABOR office at 2700 North Central Avenue, Suite 400, Phoenix, AZ 85004 on or before 2:00 PM, MST July 28, 2021 at which time a representative of ABOR will announce publicly the names of those firms or individuals submitting Proposals. The Opening of Proposals will be virtual. Contact Mary Adelman for the virtual meeting information. No Proposals will be accepted after this time. No other public disclosure will be made regarding the RFP until after issuance of a notice of intent to Award or notice of Award of the Contract. No telephone, electronic or facsimile proposals will be considered. Conditional Proposals shall not be considered. **Proposals received after Opening will be returned to the Proposer unopened.**
- 7.4.3. Proposers may present narrative Proposals provided that such Proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in Sections 4, 5, and 6. Proposals should be organized in a manner that will facilitate ABOR's evaluation]. Proposals should include page numbers. ABOR reserves the right to reject, without prior notice, any Proposal that it deems overly complex, disorganized, or difficult to evaluate. ABOR reserves the right to make such a decision without any input or communication from any other party.
- 7.4.4. ABOR may, at its sole option, ask the Proposer to provide information that is not included in the Proposal or evaluate the Proposal as submitted.
- 7.4.5. Proposals shall be signed by an individual with authority to bind the Proposer. ABOR may reject any Proposal if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.
- 7.4.6. Proposers are to submit one original Proposal to the Arizona Board of Regents, in hardcopy form, along with 2 copy(s) in electronic form, on a flash drive or other removable storage device, in either Microsoft Word or as an Adobe PDF file.
- 7.4.7. Proposals must be submitted in a **marked and sealed container** (e.g. an envelope or box) and the exterior of the container must clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal: 1) the Name of the Proposer; 2) Title of Proposal; 3) RFP Number; and 4) Date and Time Proposals are Due.
- 7.4.8. Proposer is encouraged to use recycled paper and double-sided copying for the production of all printed and photocopied Proposal documents.

7.4.9. As a public institution that is subject to Arizona's Public Records laws, ABOR discourages Proposers from submitting confidential and/or proprietary information to ABOR. If the Proposer needs to submit confidential or proprietary information with its Proposal, the Proposer must submit such information in a separate envelope from the Proposal and clearly and conspicuously mark the submittals as "Confidential/Proprietary Information." ABOR will have sole discretion to determine whether any submitted information is actually confidential and/or proprietary. The envelope must also contain the reason(s) why the enclosed material is to be considered confidential or proprietary if deemed confidential by ABOR. Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. Contract terms and conditions, pricing, and information generally available to the public are not generally considered confidential information. Any watermarks, footnotes, or reference to confidential and/or proprietary throughout the Proposal will be disregarded as boilerplate markings.

7.5. Discussions with Proposers.

7.5.1. Following the Opening of the Proposals, ABOR may conduct Discussions, including oral in-person presentations, with Responsible Proposers whose Proposals are determined, by ABOR, to be reasonably susceptible to being selected for Award. ABOR also reserves the right to select the most Responsive and Responsible Proposer(s) without further discussion, negotiation, or prior notice. ABOR may presume that any Proposal is a best-and-final offer.

7.5.2. During Discussions provided for by Section 7.5.1, ABOR may accept revisions of Proposals and negotiate price changes. Selected Proposers participating in Discussions shall be accorded fair treatment with respect to any opportunity for Discussions or revisions of Proposals. If revisions are permitted, all selected Proposers will be invited to submit a final Proposal revision.

7.5.3. During any Discussion period, ABOR will not disclose any information derived from Proposals submitted, or from Discussions with other Proposers. Once a Contract is executed, the RFP file, and the Proposals contained therein, are in the public record and will be disclosed upon request.

7.5.4. After determining the Proposal(s) that is the most advantageous to ABOR, ABOR reserves the right to negotiate, prior to Award, with such Proposer(s) to finalize the terms of the Contract, resolve minor errors, clarify necessary details or responsibilities, obtain the lowest and best pricing, or otherwise as necessary to finalize the Contract.

7.5.5. Notification of Non-Selection. ABOR reserves the right not to notify Proposers not selected for further consideration or Award. ABOR may, in its sole discretion,



post Awards to its website.

## 8. EVALUATION CRITERIA

- 8.1. Selection of Successful Proposer. The Award shall be made to the Responsible Proposer whose Proposal is determined to be the most advantageous to ABOR based on the evaluation factors set forth in this RFP. Price, although a consideration, will not be the sole determining factor.
- 8.2. Criteria. The evaluation of Proposals will be based on the following criteria with the indicated points possible for each category:
  - 8.2.1. Proposer's Qualifications and Client References (refer to Section 6). 40 Points
  - 8.2.2. Scope of Work (refer to Section 4). 30 Points
  - 8.2.3. Pricing (refer to Section 5). 20 points
  - 8.2.4. Exceptions to the Terms and Conditions of the RFP (refer to Exhibit C). No points are assigned to this category, however Proposals that are contingent upon changes to ABOR's terms and conditions may, if ABOR at its sole discretion determines not to accept the alternate terms and conditions, be considered non-responsive.
  - 8.2.5. Overall responsiveness to RFP. 10 Points

**9. CONTRACT TERMS AND CONDITIONS AND INSURANCE**

ABOR will require the Successful Proposer to enter into a written agreement that includes or incorporates the mandatory Terms and Conditions set forth in Exhibit C hereto. Proposals that are contingent upon any changes to these mandatory terms and conditions, and insurance requirements may be deemed to be non-responsive and may be rejected. **Proposals must state, in detail, any exceptions taken to the terms and conditions included in Exhibit C.**

## **10. CERTIFICATIONS AND FORMS**

Each Proposal must include the following certifications signed by an individual with authority to bind the Proposer. Forms of the certifications are attached as Exhibit E. Failure to include any of the certifications may result in the Proposal being rejected as nonresponsive.

10.1. Conflict of Interest

10.2. Legal Worker Certification

10.3. Anti-Lobbying Certification

10.4. Federal Debarred List Certification

## **EXHIBIT A – PROPOSAL FORMAT**

In order to facilitate direct comparison, submit Proposal using the following format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Proposal. Proposal to be limited to ten pages for responses to numbers 6 - 10. Include the following with Proposal:

1. Complete and sign required certifications (refer to Exhibit E).
  - A. Conflict of Interest
  - B. Anti-Lobbying
  - C. Legal Worker
  - D. Federal Debarred List Certification
2. Proposer's Qualifications (refer to Section 6).
3. Client References (refer to Section 6.2).
4. A detailed technical Proposal (refer to Section 4).
5. Exceptions to the Terms and Conditions of the RFP (refer to Section 9).
6. Pricing Proposal (refer to Section 5).
7. Proposer Inquiry Form, if not already submitted (refer to Exhibit B).

**EXHIBIT B – PROPOSER INQUIRY FORM**

**Request for Proposal number:** RFP 2021005

**Request for Proposal description:** Survey and Statistical Analysis of Survey Results for Arizona Latino Community Perceptions of Higher Education Accessibility

To be notified of any amendments to this RFP complete, sign, and email this Proposer Inquiry Form to [mary.adelman@azregents.edu](mailto:mary.adelman@azregents.edu).

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

## **EXHIBIT C – TERMS AND CONDITIONS**

**Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language and **MUST** be submitted with the Proposal.

### **Terms and Conditions**

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) of the Code.
5. **Equal Opportunity Clause.** The Offeror and any subcontractor(s) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the Offeror and any subcontractor(s) take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.
6. **Non-Discrimination.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a disability, or because he or she is a

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

7. **Family 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 and 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Offeror from and against any and all claims. It is agreed that the Offeror shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Offeror agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from services performed by the Offeror for the State of Arizona.

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

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

24. **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.
25. **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.
26. **Invoices.** Invoices will be emailed to [accounting@azregents.edu](mailto:accounting@azregents.edu). Invoices will be for all services delivered within the month. All invoices shall reference the Contract.
27. **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.
28. **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.
29. **Independent Contractor.** It shall be understood that the Offeror shall operate as an Independent Contractor, not as an employee or agent of ABOR.
30. **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.
31. **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.
32. **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.

**33. 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.

**34. 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.

**35. 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:

35.1. 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.

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

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

35.4. 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.

**36. 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.

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

## **EXHIBIT D – INSURANCE**

### **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.

**EXHIBIT E – MANDATORY CERTIFICATIONS**

**CONFLICT OF INTEREST CERTIFICATION**

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Date:

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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.
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\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Phone

**LEGAL WORKER CERTIFICATION**

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Date:

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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.

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Email Address

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Signature (required)

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Print Name

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Print Title

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Phone

## ANTI-LOBBYING CERTIFICATION

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

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Date:

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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:

(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 registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to the contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of registrants, to ABOR; and

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

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

Signature on the following page

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Email Address

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Signature (required)

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Print Name

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Print Title

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Phone

## FEDERAL DEBARRED LIST CERTIFICATION

### Certification Regarding Other Responsibility Matters (August 2020)

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Date:

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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;

(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.

(D) (check one) **Have** (  ) or **have not** (  ), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceed \$3,500 for which the liability remains unsatisfied.

(2) (a) “Principals,” for the purposes of this certification, means officer; director; owner; partner; or, person 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).

(b) The Offeror shall provide immediate written notice to ABOR 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 ABOR 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, ABOR may terminate the contract resulting from this solicitation for default.

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Email Address

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Signature (required)

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Print Name

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Print Title

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Phone



**EXHIBIT F - SAMPLE AGREEMENT AND EXHIBITS**

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. Notice is provided of A.R.S. §§ 12-1518 and 12-133.

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:

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ABOR shall address all notices relative to this Agreement to:

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15. CONSULTANT shall comply with RFP 2021005 Exhibit C "Terms and Conditions", 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 \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
TO ARIZONA BOARD OF REGENTS  
AGREEMENT FOR CONSULTANT SERVICES

**SCOPE / DESCRIPTION OF SERVICES**

CONSULTANT will provide the following services:

EXHIBIT B  
TO ARIZONA BOARD OF REGENTS  
AGREEMENT FOR CONSULTANT SERVICES

**FEE SCHEDULE**

EXHIBIT C  
TO ARIZONA BOARD OF REGENTS  
AGREEMENT FOR CONSULTANT SERVICES

**TERMS AND CONDITIONS**  
(RFP 2021005, EXHIBIT C)