

PROPOSAL ACKNOWLEDGEMENT RECEIPT

Request for Proposal number: RFP 2021003

Request for Proposal description: Executive Search Consulting Services

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

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

SECTION A REQUEST FOR PROPOSAL

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

Offers shall be received at the ABOR office located at *2700 N. Central Ave., Suite 850, Phoenix, AZ 85004* until **2:00 P.M., Arizona Local Time, on October 13, 2020** at which time a representative of ABOR shall announce publicly the names of those firms submitting Offers. The proposal opening will be virtual. Contact Mary Adelman for the virtual meeting information. No other public disclosure shall be made until after award of the Contract resulting from this Request for Proposal (RFP).

Any and all questions regarding this RFP shall be directed to Mary Adelman (Director, Administration) and to no other office or individual at ABOR or the university. ABOR may answer informal questions orally. ABOR makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Offeror shall not be entitled to rely on any verbal response from ABOR. Formal questions regarding any part of this RFP that may result in a material issue or a formal addendum must be submitted in writing. All correspondence regarding this RFP shall be directed to ABOR at:

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

SECTION B BACKGROUND INFORMATION AND TIMELINE

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

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

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

Leading presidential prospects will have records of distinguished achievement in higher education or related fields of endeavor. Leading presidential prospects will also (pr)-7 (os)-1 (pe)4 (c)4 (t)-

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SECTION C INSTRUCTIONS TO OFFERORS

1. All solicitations shall be performed under the direct supervision of ABOR Director, Administration and in accordance with board policies.
2. Offer shall be submitted in the format shown in Section D, Offer Format. Offers in any other format may be rejected. Conditional Offers shall not be considered. Offer must be signed by an authorized individual. An Offer that is not signed may be rejected.
3. Offers to be submitted as:
 - 3.1. One complete Offer, printed and bound, clearly marked as original;
 - 3.2. Four printed and bound copies; and
 - 3.3. Two copies of the complete Offer each on a separate electronic storage device.
4. Submit Offer sealed and marked as follows:
 - Offeror's Name**
 - Offeror's Title**
 - RFP Number**
 - Date And Time Offer Is Due**
5. No telephonic, solely electronic, or facsimile Offer shall be considered. Offers received after the date and time set for opening will be rejected. ABOR reserves the right to extend the time and date set for opening.
6. Any person, firm, corporation, and/or association submitting an Offer shall be deemed to have read and understood all the terms, conditions, and requirements specified herein.
7. Definitions:
 - 7.1. "Award" - means the earliest of: (a) issuance of a Notice to Proceed; (b) execution of a Contract between ABOR and the successful Offer(s); or (c) authorization to Contract provided by ABOR for such purpose.
 - 7.2. "Contract" - shall mean the agreement entered into between ABOR and the successful Offeror as a result of this RFP.
 - 7.3. "May" - indicates something that is not mandatory but permissible/desirable.
 - 7.4. "Offer" - shall mean the proposal from an individual or firm for the provision outlined in this RFP.
 - 7.5. "Offeror" - shall mean a person or firm submitting an Offer in response to this RFP.

7.6. “Shall”, “Must”, “Will” - indicate mandatory requirements. Failure to meet these

the Offer as required in Section D, Offer Format, or the Offeror will have waived the right to object or add to ABOR's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement, or any other agreement, but rather as additional terms that do not conflict with ABOR's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to ABOR terms and conditions may, if ABOR at its sole discretion determines not to accept the alternate terms and conditions, be rejected as non-responsive.

16. By submitting an Offer, the Offeror agrees that any information provided within the Offer and accepted by ABOR shall become a binding part of a resulting Contract.

17.

24. ABOR will not guarantee any minimum purchase volumes of any kind from the resulting Contract.
25. ABOR shall not reimburse the Offeror for costs associated with responding to this RFP.
26. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions, and

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

SECTION E REQUIREMENTS

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

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

1. QUALIFICATIONS/EXPERIENCE

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

2. PROJECT RESOURCES

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

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

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

3. CLIENT REFERENCES

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

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

SECTION F TERMS AND CONDITIONS

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

1. **Remedies and Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. ABOR and the Offeror shall have all remedies afforded by said law.
2. **Public Records.** The parties acknowledge that ABOR is subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by ABOR requesting records described as confidential, which ABOR determines must be disclosed, ABOR shall notify the other party prior to disclosure.
3. **Interpretation-Parol Evidence.** This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.
4. **Dispute Resolution.** Except as otherwise provided herein, all Contract claims and controversies arising under this Contract shall be resolved pursuant to ABOR procurement procedures, Section 3-809, in particular Section 3-809(C).
5. **Equal Opportunity Clause.** The Offeror and any subcontractor(s) shall abide by the requirements of 41 CFR §§ 60-

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

7. **Family Education Rights and Privacy Act.** To the extent the Offeror will have access to student educational records, this paragraph will apply. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. The Offeror will comply with the Family Education Rights and Privacy Act and will not access or make any disclosures of ABOR's student educational records to third parties without prior notice to and consent from ABOR, or as otherwise provided by law.

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

unavailable to assure full performance of the terms. The Offeror shall be notified ted .e w0 0 -1.15

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
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terminate this Contract, or, at its discretion, procure or renew such insurance and pay any

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

Confidential Information is the sole, exclusive, and valuable property of ABOR. Accordingly, the Offeror will not reproduce or otherwise use any of the ABOR Confidential Information except in the performance of the Services or the provision of the

IFICATION

(check only one):

whose relative has, a substantial

of ABOR who have, or whose
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SECTION I LEGAL WORKER CERTIFICATION

Pursuant to A.R.S. § 41-4401, ABOR

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

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 debar T/()-10 ())3 (pr)-7 (e)c 0:.

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.

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Name of Offer

SECTION L PARTICIPATION IN BOYCOTT OF ISRAEL

Legislation has been enacted to prohibit ABOR from Contracting with firms currently engaged in a Boycott of Israel. To ensure compliance with A.R.S. §§ 35-393 and 35-393.01, this form to be completed and returned with the Offer.

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

Name of Offeror	
Name of Contact	Title of Contact
Address 1	

SECTION M PROPOSAL ATTACHMENTS

For Offeror's reference

ATTACHMENT A – SAMPLE AGREEMENT FOR CONSULTANT SERVICES

ATTACHMENT B – SCOPE/DESCRIPTION OF SERVICES

ATTACHMENT C – FEES FOR SERVICES

ATTACHMENT D – TERMS AND CONDITIONS

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

ABOR shall address all notices relative to this Agreement to:

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

This Agreement may be executed in counter parts.

ARIZONA BOARD OF REGENTS

CONSULTANT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION O ATTACHMENT B – SCOPE / DESCRIPTION OF SERVICES

SAMPLE
EXHIBIT A
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

SCOPE / DESCRIPTION OF SERVICES

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

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

SECTION P

ATTACHMENT C – FEES FOR SERVICES

SAMPLE
EXHIBIT B
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

FEES FOR SERVICES

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

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

ABOR agrees to reimburse CONSULTANT for approved travel related expenses and other
approved out-of-pocket expenses as outlined below. Each request for reimbursement shall be
itemized. Receipts are required for reimbursement over \$25. M9 re3d_____ove reim(1)-2 (al)-2 (r)

SECTION Q

ATTACHMENT D – TERMS AND CONDITIONS

SAMPLE
EXHIBIT C
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

TERMS AND CONDITIONS

(RFP 2021003, Section F)

REQUEST FOR PROPOSAL

The