



9/8/2022

REQUEST FOR PROPOSAL

ARIZONA BOARD OF REGENTS
REQUEST FOR SURVEY RESEARCH SERVICES
RFP 2023001

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

Deadline for Inquiries

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

Time and Date Set for Closing

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

RFP 2023001 SECTION INDEX

PROPOSAL ACKNOWLEDGEMENT RECEIPT

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Request for Proposal number: RFP 2023001

Request for Proposal description: Survey Research Services

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

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

SECTION A

SECTION B**BACKGROUND INFORMATION AND TIMELINE**

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

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

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

Selected Offeror(s) will be required to enter into a Contract with ABOR. The

SECTION C

INSTRUCTIONS TO OFFERORS

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
2. All solicitations shall be performed under the direct supervision of ABOR Director, Administration and in accordance with ABOR policies.
3. All Offers shall be submitted in the format shown in Section D, Offer Format. Offers in any other format may be rejected. Conditional Offers shall not be considered. Offer must be signed by an authorized individual. An Offer that is not signed may be rejected.
4. Offers to be submitted as:
 - 4.1.

- 7.3. "May" - indicates something that is not mandatory but permissible/desirable.
- 7.4. "Offer" - shall mean the proposal from an individual or firm for the provision outlined in this RFP.
- 7.5. "Offeror" - shall mean a person or firm submitting an Offer in response to this RFP.
- 7.6. "Shall", "Must", "Will" - indicate mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive and/or not susceptible for award.
- 7.7. "Should" - indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, ABOR may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.
8. It is ABOR's intent to select the Offer(s) that are most favorable in all respects, including scope, availability of services, quality of services, reputation, and price. If not otherwise stated herein, multiple Awards may be made or an Award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of ABOR.
9. Any information considered to be proprietary by the Offeror shall be placed in a separate envelope and marked "Proprietary Information". To the extent the ABOR Director, Administration concurs, this information shall be considered confidential and not public information. The ABOR Director, Administration shall be the final authority as to the extent of material, which will be considered confidential. **Contract terms and conditions, pricing, and information generally available to the public shall not be considered confidential. Offers requesting that the entire Offer be held confidential may be rejected as non-responsive and/or not susceptible for award.**
10. An Offer may be withdrawn at any time prior to the time and date set for opening.
11. An Offer and accompanying documentation will become the property of ABOR at the time the Offer is opened.
12. ABOR reserves the right to cancel this solicitation, reject any or all Offers or any part thereof, or to accept any Offer or any part thereof and to waive or decline to waive irregularities in any Offer when it determines that it is in its best interest to do so. ABOR has the right to hold Offer for a period of ninety days after the opening date, the right to

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

14. ABOR may request a presentation, demonstration, or samples be given in the event the Offer is deemed to be among the most advantageous to ABOR. ABOR will schedule all presentations and in the event a presentation is scheduled, evaluation criteria and scoring may be included in the presentation invitation.

14.1. If presentation is to be held virtually, the ABOR will indicate information required to provide such presentation.

15. The Offeror may submit requests for changes or additions to ABOR terms and conditions set forth in Section F, Terms and Conditions. Any such changes must be submitted with the Offer as required in Section D, Offer Format, or the Offeror will have waived the right to object or add to ABOR's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement, or any other agreement, ccmT (r')10.005 Tc 0

20. Any objections to alleged errors, irregularities, improprieties, specifications, or content shall be made prior to the time and date set for opening. Failure to object prior to the time and date set for opening will constitute a waiver of the right to object and shall not be grounds for a protest.
21. Failure to receive an addendum shall give Offeror the option of:
 - 21.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.
 - 21.2. Withdrawing its Offer without penalty.
22. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.
23. Unless specifically stated to the contrary, manufacturer's names, trade names, brand names, or catalog numbers used in the specifications of this RFP shall be for the purpose of describing and/or establishing the quality, design, and performance required. Such reference shall not be intended to limit or restrict an Offer. Any Offer, which proposes like quality, design, and/or performance, shall be considered.
24. ABOR will not guarantee any minimum purchase volumes of any kind from the resulting Contract.
25. ABOR shall not reimburse the Offeror the costs associated with responding to the RFP.
26. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions, and boards. In addition, eligible municipalities, counties, universities, political subdivisions, and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant Contract,

SECTION E REQUIREMENTS

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

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

1. QUALIFICATIONS AND EXPERIENCE

- 1.1. Provide a corporate history/management summary and evidence that the Offeror and/or its officers have been engaged in providing similar products and services as described herein. Describe Offeror's growth for the past three years.
- 1.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three years or is anticipated in the next two years. If selected for negotiations, the Offeror may be required to provide the last two years of audited financial statements.
- 1.3. Describe the material issues of any current legal actions against the Offeror including, but not limited to, parties of dispute, jurisdiction, and date of legal complaint.
- 1.4. The Offeror's experience, including the number of years of experience acting as a prime contractor providing services similar to the services described in their proposal and required in this solicitation. The Offeror should have at least 5 years' experience performing this work for State Agencies or Universities.
- 1.5. Submit an overview of an example research and/or survey analysis or sample work product the Offeror has completed with measured results and include the interpretation and outcomes of the work. (A high level 2 page summary will suffice)

2. PROJECT RESOURCES

- 2.1. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. ABOR reserves the right to review Offeror's staff assigned for relevant qualifications and experience.
- 2.2. Provide a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key

personnel.

- 2.3. The Offeror will be required to conduct relevant and appropriate background checks and fingerprinting according to ABOR policies on all assigned employees and new hires to ensure that it does not assign any employee or agent to ABOR who may reasonably be considered to pose a threat to the safety or welfare of the ABOR community or its property. The Offeror will share background check information and other supporting documentation including disciplinary action for any employee upon written request by ABOR.

3. CLIENT REFERENCES

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

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timeline, and budget for each task order issued under a resultant contract.

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,

6. **Non-Discrimination.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a disability, or because he or she is a qualified protected veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The parties agree to comply with Arizona Executive Order 2009-09, prohibiting discrimination in employment by government Contractors, to the extent applicable to this Contract.
7. **Family Educational Rights and Privacy Act.** To the extent the Offeror will have access to student educational records, this paragraph will apply. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. The Offeror will comply with the Family Educational Rights and Privacy Act and will not access or make any disclosures of ABOR's student educational records to third parties without prior notice to and consent from ABOR, or as otherwise provided by law.
8. **Health Insurance Portability and Accountability Act.** The Offeror shall abide by all laws and regulations that protect the privacy of healthcare information to which the Offeror obtains access under this Contract. The Offeror and ABOR acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to the Offeror and ABOR, and their relationships and operation under this Contract. If necessary, the Offeror and ABOR will enter into a standard Business Associate Agreement and any other required Health Insurance Portability Accountability Act agreements. To the extent the terms thereof relate to the Offeror's performance under this Contract, the provisions of such Business Associate Agreement shall control.
9. **Americans with Disabilities Act and Rehabilitation Act.** The Offeror will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

All electronic and information technology and products and services to be used by ABOR staff, students, or other ABOR constituencies must be compliant with the Americans with

ABOR may ascertain conformance. Offers without a completed VPAT may be disqualified from competition.

9.1.1.

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.

24. Insurance Requirements. The

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

35. **Non-Disclosure and Trade Secrets.** The Offeror may receive (or has received) from ABOR

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

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

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

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

37. **Participation in Boycott of Israel.** Pursuant to A.R.S. .0 Tc 0 Tw 1.27 0 Td()Tj3ort0 Tc 0]
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SECTION G EVALUATION CRITERIA

It is ABOR's intent to make an Award to Offeror(s) that, in the opinion of ABOR, present Offer(s) that appear to be favorable to ABOR, based upon the scope, availability of services, quality of services, reputation, and price offered. The criteria for evaluation of responses will be based on the following

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

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

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

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

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

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if

SECTION L

PARTICIPATION IN BOYCOTT OF ISRAEL

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

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

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the 2.9 (l2 ()10 (g)-30 (h)-1i (o)1 (ra)-1n (ra)-1 (t)10 0 (e)-4 2.9 cra)-1(ra)-1n0 (h)-12 ()10 (0.

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

ABOR. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of ABOR.

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

ABOR shall address all notices relative to this Agreement to:

15. CONSULTANT shall comply with Section F "Terms and Conditions" of RFP 2023001, which are attached to this Agreement as Exhibit C and incorporated herein by reference.
16. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

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

18. The individual signing below on behalf of CONSULTANT hereby represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that this Agreement is binding upon CONSULTANT in accordance with its terms.

This Agreement may be executed in counter parts.

ARIZONA BOARD OF REGENTS

CONSULTANT

By

By

SAMPLE
EXHIBIT A
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

SCOPE / DESCRIPTION OF SERVICES

CONSULTANT will provide the following services:

SAMPLE
EXHIBIT B
TO ABOR

SAMPLE
EXHIBIT C
TO ABOR



September 27, 2022

REQUEST FOR PROPOSAL
ARIZONA BOARD OF REGENTS
REQUEST FOR SURVEY RESEARCH SERVICES
RFP 2023001
AMENDMENT 1

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

1. The RFP

Section N Forced Labor of Ethnic Uyghurs Ban

Please note that if any