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SECTION A REQUEST FOR PROPOSAL

The Arizona Board of Regents (ABOR) is requesting sealed Offers from qualified Businesses and/or individuals to provide Strategic and Management Consulting Services.

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

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

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

SECTION B BACKGROUND INFORMATION

1. ABOR BACKGROUND

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

2. PROPOSAL BACKGROUND

2.1. RFP Overview

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

2.2. Term

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

2.3. Intent

2.3.1. It is ABOR’s intent to select the Offer(s), which are most favorable in all respects, including scope, availability of services, quality of services, reputation, and price. If not otherwise stated herein, multiple awards may be made or an award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of ABOR. The Arizona Board of Regents (ABOR) is a constitutionally created, statutory body corporate of the State of Arizona, which governs ASU, NAU, and the U of A. Through this RFP, ABOR intends to establish one or more contracts for the Strategic and Management Consulting Services more fully described in the Specifications/Scope of Work of this RFP set forth in Section E. The awards shall be made to the responsible Offeror(s) whose Offer(s) are determined to be the most advantageous to ABOR based on the evaluation factors set forth in this RFP. Price, although a consideration, is not the primary determining factor.

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

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

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

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

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

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

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

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

2.5. Projected Timeline

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

SECTION

8.4. “May” - indicates something that is not mandatory but permissible/desirable.

8.5. “Offer” -

15. ABOR may request a presentation, demonstration, or samples be given to a selection committee in the event the Offer is deemed to be among the most advantageous ABOR. ABOR will schedule all presentations and in the event a presentation is scheduled, evaluation criteria and scoring may be included in the presentation invitation.
 - 15.1. If a presentation is to be held virtually, the Offeror will indicate information required to provide such presentation to ABOR.
16. The Offeror may submit requests for changes or additions to ABOR terms and conditions set forth in Section F, Terms and Conditions. Any such changes must be submitted with the Offer as required in Section D, Offer Format, or the Offeror will have waived the right to object or add to ABOR's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement, or any other agreement, but rather as additional terms that do not conflict with ABOR's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to ABOR terms and conditions may, if ABOR at its sole discretion determines not to accept the alternate terms and conditions, be rejected as non-responsive.
17. By submitting an Offer, the Offeror agrees that any information provided within the Offer and accepted by ABOR shall become a binding part of a resulting Contract.
18. Successful Offerors will be required to enter into a Contract with ABOR. ABOR's terms and conditions shall be incorporated into the resulting Contracts between ABOR and the successful Offerors. The Contracts shall not bind nor purport to bind ABOR for any contractual commitment in excess of the original contract period of three years. ABOR shall have the right, at its sole discretion, to renew the contract for up to two (2) one-year periods or a portion thereof. If ABOR exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period.
19. ABOR is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the Offeror shall make every effort to use SB & SDB in the performance of the Contract.
20. Requests for clarification of information shall be received no later than **November 27, 2024**. If applicable, addenda shall be issued to each Offeror of record. Failure to request clarification within the timeframe will constitute a waiver of the right to object and shall not be grounds for a protest.
21. Any objections to alleged errors, irregularities, improprieties, specifications, or content shall be made prior to the time and date set for opening. Failure to object prior to the time and date set for opening will constitute a waiver of the right to object and shall not be grounds for a protest.
22. Failure to receive an addendum shall give Offeror the option of:

- 22.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.
- 22.2. Withdrawing its Offer without penalty.
23. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.
24. Unless specifically stated to the contrary, manufacturer's names, trade names, brand names, or catalog numbers used in the specifications of this RFP shall be for the purpose of describing and/or establishing the quality, design, and performance required. Such reference shall not be intended to limit or restrict an Offer. Any Offer, which proposes like quality, design, and/or performance, shall be considered.
25. ABOR will not guarantee any minimum purchase volumes of any kind from the resulting Contract.
26. ABOR shall not reimburse the Offeror the costs associated with responding to the RFP.
27. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions, and boards. In addition, eligible municipalities, counties, universities, political subdivisions, and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant Contract, applicable entities must have entered into a cooperative purchasing agreement with either ABOR for and on behalf of the universities or the State of Arizona pursuant to A.R.S. § 41-2632.
28. ABOR treats Offerors in a fair, honest, and consistent manner by conducting the RFP process in good faith and by granting all Offerors a comparable opportunity to win an

SECTION D OFFER FORMAT

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

1. Completed and signed Conflict of Interest Certification (refer to Section H).
2. Completed and signed Legal Worker Certification (refer to Section I).
3. Completed and signed Anti-Lobbying Certification (refer to Section J).
4. Completed and signed Federal Debarred List Certification (refer to Section K).
5. Offeror's Qualifications and Experience (refer to Section E.1).
6. Project Resources (refer to Section E.2).
7. Client References (refer to Section E.3).
8. Description of Services/Method of Approach and Reporting Requirements (refer to Section E.4).
9. Pricing Schedule (refer to Section E.5).
10. Other Information (refer to Section E.6-E.7).
11. Exceptions to the Terms and Conditions of the RFP (refer to Section F). Any exceptions contained in the Offer may negatively impact an Offer's responsiveness. An Offer that takes exception to any material requirement of the solicitation may be rejected.

Real Estate Development and Land Use

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

Collegiate Athletics

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

Research Strategy and Innovation

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

Crisis Management and Risk Management

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

1. QUALIFICATIONS/EXPERIENCE

- 1.1. All Offerors must have relevant experience for the Consultant Practice Areas for which they are offering to provide services. The Offeror will present evidence that the Offeror, or its principals, have been engaged for at least three (3) years in providing professional consulting services in at least one of the Consultant Practice Areas listed in the Specifications/Scope of Work outlined above. Offerors will provide a description of their business including a brief history. Offerors will include evidence of their experience, or that of their principals, for each of the Consultant Practice Areas that the Offerors are offering in their proposals.
- 1.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three years or is anticipated in the next two years. If selected for negotiations, the Offeror may be required to provide the last two years of audited financial statements.
- 1.3. Describe the material issues of any current legal actions against the Offeror including, but not limited to, parties of dispute, jurisdiction, and date of legal complaint.
- 1.4. Detail experience with similar/like projects including:

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

2. PROJECT RESOURCES

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

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

4. DESCRIPTION OF SERVICES/METHOD OF APPROACH

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

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

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

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

5. PRICING SCHEDULE FOR SERVICES

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

6. QUALITY ASSURANCE PLAN

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

7. ADDITIONAL SERVICES

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

SECTION F TERMS AND CONDITIONS

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

1. **Remedies and Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. ABOR and the Offeror shall have all remedies afforded by said law.
2. **Public Records.** The parties acknowledge that ABOR is subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by ABOR requesting records described as confidential, which ABOR (t)-2 (e)4 (d a(ai)-

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(er)-1 i(s)n-1 i(s(s)-5 (.)-4 t (r)-1 ((s(s)-)-2 (R)TJbpof)3 (a

duplication of data or information. EIT includes, but is not limited to:

9.1.1.1.

obligations other than payment for services already rendered and for expenses previously incurred.

20. **Insolvency.** ABOR shall have the right to terminate this Contract at any time in the event the Offeror files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Offeror and not discharged within 30 days; or if the Offeror becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Offeror or its business.
21. **Anti-Kickback.** In compliance with FAR 52.203-7, ABOR has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operation and direct business relationships. As a party to the Contract, the Offeror is expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 C.F.R. Part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.
22. **Gratuities.** ABOR may, by written notice to the Offeror, cancel this Contract if it is found by ABOR that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by ABOR pursuant to this provision, ABOR shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Offeror in providing such gratuities.
23. **Inspection and Audit.** In accordance with A.R.S. § 35-214, the Offeror shall retain and shall contractually require each subcontractor to retain all books, accounts, reports, files, and other records relating to this Contract for a period of five years after completion of this Contract. All records shall be subject at all reasonable times to inspection and audit by ABOR or the Auditor General of the State of Arizona, or their agents. Such records shall be produced at ABOR or such other location as designated by ABOR upon reasonable notice to the contracting party.
24. **Background Checks.** Offeror will exclude from any direct participation in Offeror's performance under the Agreement, any unqualified persons. In addition, at the request of ABOR, Offeror will, at Offeror's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, Screenings) on requested persons employed or contracted by Offeror to perform work under the Agreement. Offeror will maintain as part of the records Offeror is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Offeror will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.
25. **Insurance Requirements.** The Offeror may be requested to provide ABOR with a Certificate of Insurance prior to the commencement of services/contract. The Offeror and

subcontractors, without limiting any liabilities or any other obligations, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Offeror, its agents, representatives, employees, or subcontractors.

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

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

In the event that the professional liability insurance required by this Contract is written on

and ABOR shall be repaid by the Offeror to ABOR upon demand, or the State of Arizona and ABOR may offset the cost of the premiums against any monies due to the Offeror.

Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and ABOR.

26. **Sales and Use Tax.** The Offeror shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Offeror further agrees to indemnify and save harmless ABOR, of and from any and all claims and demands made against it by virtue of the failure of the Offeror or any subcontractor to comply with the provisions of any or all said laws in amendments. ABOR is not exempt from state sales excise tax and compensation use tax.
27. **Changes.** Within the limits allowed by law, the Offeror agrees that ABOR may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and the Offeror shall enter into a modification of the Contract to reflect said changes.
28. **Invoices.** Invoices will be emailed to Accounting@AZRegents.edu and will be for all services delivered. All invoices shall reference the Coe em i (1)

necessary to comply with proper request for information p

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

39. **No Forced Labor of Ethnic Uyghurs.** To the extent required by A.R.S. § 35-394, Supplier certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify ABOR within five (5) business days of becoming aware of the noncompliance.
40. **Essence of Time.** Time shall be of the essence as to matters contemplated by a resulting Contract under this RFP.

SECTION G EVALUATION CRITERIA

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

1. A detailed technical Offer including, but not limited to, clarity and reasonableness of proposed method of accomplishing the requirements and the ability to satisfy all components specified (refer to Sections E.4, E.6 and E.7).

40 Points

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

30 Points

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

25 Points

4. Overall responsiveness to RFP.

5 Points

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

SECTION H CONFLICT OF INTEREST CERTIFICATION

Date:

SECTION I LEGAL WORKER CERTIFICATION

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

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

Name of Offeror	
Name of Contact	Title of Contact

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 Feder herceig8ction with t (0(e)4 (de)4 (r)3 (inc fofin wisPror influencino (r)3 ()TTT(a)4 (t)-2 (t)-2

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

SECTION K FEDERAL DEBARRED LIST CERTIFICATION

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

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

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

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

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

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

- (ii) The Offeror certifies that it is not a debarred, suspended, proposed debarred, or otherwise ineligible contractor, or a contractor of a debarred, suspended, proposed debarred, or otherwise ineligible contractor, as defined in the Federal Acquisition Regulation, 52.209-5.

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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SECTION L PROPOSAL ATTACHMENTS

(For Offeror's reference)

ATTACHMENT A – SAMPLE AGREEMENT FOR CONSULTANT

ATTACHMENT A – SAMPLE AGREEMENT FOR CONSULTANT

SAMPLE AGREEMENT
ARIZONA BOARD OF REGENTS
AGREEMENT FOR CONSULTANT SERVICES

PARTIES: The Arizona Board of Regents (“ABOR”); and NAME (“CONSULTANT”)

1. ABOR desires to retain CONSULTANT, and CONSULTANT desires to provide services to ABOR, in his/her capacity as an independent contractor, upon the terms and conditions set forth in this Agreement. CONSULTANT shall provide consulting services to ABOR in accordance with the Sco3 (, ul2 (c)4 (c)43 (, ul()-5 (NT)-11 (-2 ()-10 (a)4 (nd N)-8 (A)21p

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

22. Arbitration. In accordance with A.R.S. § 12-1518(B), the parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

23. Record Retention and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, CONSULTANT shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, CONSULTANT shall produce the original of any or all such records at the offices of the ABOR.

24. All books, accounts, reports, files, and other records relating to this Agreement shall be maintained and shall be subject at all reasonable times to inspection and audit by ABOR for five years after completion of this Agreement. Records shall be produced at a place designated by ABOR, upon reasonable notice to the CONSULTANT.

25. Failure by CONSULTANT to perform as specifically provided herein shall be an event of default permitting ABOR to pursue all remedies affordable by law or in equity, including termination of this Agreement.

26. CONSULTANT shall2 (2 (S)-4 (U)2 (L)1 (T)1 (A)-8 (N)2 (T)1 (t(c)4 (a)4 (l)-2 2)4 (T)1 .by 3 (u) J03

SAMPLE
EXHIBIT B
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

FEES FOR SERVICES

SAMPLE
EXHIBIT C
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

TERMS AND CONDITIONS
(REP 2024004, Section F)