June 29, 2021

### REQUEST FOR PROPOSAL

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

RFP2021005

DUE2:00 P.M., MSTJuly 28, 2021

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### 1. INTRODUCTION

1.1. <u>ABORBackground.</u>TheArizona Board of Regents (ABOR) is the governing body for Arizona State University (ASU), Northern Arizona University (NAU and the University of Arizona (UA). The AB@Recutivedirector and the university presidents report to a twelve-memberBoard of Regents that is appointed by the GoverofoArizona. Additional information on the

# 2. <u>DEFINITIONS</u>

Capitalized terms shall have the meaning set forth in Board Po801.3B

# 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

- 3.1.8. Collusion with other Proposers or employees thereof, or with any employee of ABORis prohibited and may result in disqualification of the poser and/or cancellation of an Award. Any attempt by the Proposer, whether successful or not, to subvert or skirt the principles of open and reacompetition 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 any other party to this RFPWithout 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 fact or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such tract.

  ABOR eserves 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.

- 3.1.15.Any Proposer exception, stipulation, counteroffeequirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by ABORNd 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 Sucstest Proposer is expected to enter into the form of agreement approved by the Board, refer to Section The ABO Terms and conditions included in this RFP are intended to be incorporated into the ontract 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. ABGRIVES the right to review Propser'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 tonispect Proposer's facilities prior toward or any time throughout the term of the Contract.
- 3.4. Small Businesses BORs committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tierrightern)dis necessary, Proposer (Tier 1) will make commercially reasonable efforts to use SB & SDB in the performance of any Cract resulting from this RFP. Proposals should include a description of the Proposer's efforts to solicit SB & SDB participitatio providing the services
- 3.5. <u>Substitute Materials</u> Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this RFPare 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 Proposaland is included in order to advise 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 ABCR staff, the successful bidder will design ordinate, implement, and evaluate a statistically valid and representative survey poll of perceptions of and attitudes towards higher education accessibility among the izona Latin community and to provide a statistical analysis of survey results his survey will identify factors policies and messaging that discourage impede, influence and/or encourage rizonal atinos from pursuing a college education.
- 4.2. <u>Background</u> Increasing Latino degree attainment is imperative to Arizona's social and economic future. Latino students constitute a large and rapidbwing proportion of all K12 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 attitudes, behaviors, and perceptions of access to higher education as well as the extent to which various hypothesized factors (financial obstadbeth real and perceived, inadequate-K2 academic preparation, lack of awareness of college admission requirements, lack family support, geographic distance, cultural barriers 4.4 (s3.3 (s)/TT3 Tcf)4 (k)]TJ 0 .52p Tw 11.9 0 /TT0 Tcf c avaD acaddsbehaed

- 4.7. <u>Data Collection and Analysis</u> he successful bidder wireate summary tables for all survey/poll questions. Summary data will be provided to ABORhesuccessful bidder will describe and analyze any statistically significant differences in responses across key categories such as household income, parental educational attainment, geographidocation, and immigration statusAppropriate statistical techniques will be employed to address key questions identified by ABOReselfIndings and relevant backgroundnformation will be included in a written report to ABQRd a slide deck
- 4.8. The successful bidder wildentify and detail methods to ensure data quality and security and wilensure that all data will remain confidential and anonymous at all times.
- 4.9. Presentation of Finding The successful bidder will produce a slide deck outlining the

4.13.

#### 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 apposal may be considered a final offer by ABOR whether stated as amounts or perdages, and/or whether or not offered on an allor-none basis, unless otherwise specified in the Proposal. AND Raccept or reject in part or entirely a Proposal's pricing and/or revenue offering tess otherwise specified in the Proposal. A Proposal's pricing and/or revenue offering may not be modified after Opening nless ABOR at its sole discretion, permits such modification. ABOR reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method this RFP

#### 6. QUALIFICATIONS

ABORs soliciting Proposals from Proposals from Proposals from In the business of providing services as listed in this RFP. Failure to include any requested information may be ground sejection of the Proposal.

- 6.1. Prior Experience Proposals shall present 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 passto years
  - 6.1.1. .m

#### 7. RFP PROCESS

- 7.1. Intent / Right to Terminate and Recommence RFP Process Rntends 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 eserves 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 ABORtoricec 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, Administrationand to no other office or individual AtBOR Any Proposer who improperly attempts to communicate with unauthorized BOR 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 ABO®f errors or omissions relating to this RFP must be in writing and using the Proposer Inquiry Form in Exhibatr® directed by email tomary.adelman@azregents.ed ll 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. ABORmay answer informal questions orally. AB@&kes 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 RFProposer shall not be entitled to rely on any verbal response from ABOR
- 7.3. <u>Schedule of Even</u>tsThe following is the schedule that will apply to this RFP, but may change in accordance with AR©needs.

June 29, 2021 Issuance of RFP

July 16, 2021 TechnicaQuestions/Inquiries due no later that 00

PM/MST

July 28, 2021 RFP is Due July 28, 2021, no later t2x00 PM, MST

August 20, 2021 Complete Evaluations

August 23, 2021 Award Notification

August 31, 2021 Receipt of Insurance

September 1, 202 Commence Service

7.4. <u>Submitting Proposa</u>ls 7.4.1.

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 propriet atraleemed 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, AB @ Ray conduct Discussions, including oral imperson presentations with Responsible Proposers when Proposals are determined, IABOR to be reasonably susceptible to being selected for Award. ABOR reserve 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-final offer.
- 7.5.2. DuringDiscussionprovided for by Section 5.1, ABORmayaccept revisions of Proposals and negotiate price changes. Selected Proposers participating in Discussions

post Awards to its website

# 9. CONTRACT TERMS AND CONDITIONS AND INSURANCE

ABORwill 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 ay be deemed to be non-

### 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 Exhlibitiliare to include any of the certifications may result in the proposal being rejeted as nonresponsive.

- 10.1. Conflict of Interest
- 10.2. Legal Worker Certification
- 10.3. Anti-

#### EXHIBIT A – PROPOSAL FORMAT

In order tofacilitate 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 numb**#0**s 6 Include the following with Proposal

- Completeand signrequired certifications (refer to Exhibit E.
  - A. Conflict of Interest
  - B. Anti-Lobbying
  - C. Legal Worker
  - D. FederalDebarred List Certification
- 2. Proposer's Qualifications (refer to Section)n
- 3. Client References (refer to Secti6n2).
- 4. A detailed technical Proposal (refer to Section 4
- 5. Exceptions to the Terms and Conditions of the Refler to Section 9).
- 6. Pricing Proposal (refer to Section 5
- 7. ProposerInquiry Form, if not already submitted (refer Exhibit B).

# EXHIBIT C -

qualifiedprotected 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, aledtisen for training including apprenticeship. The parties agree to comply with Arizona Executive Order 994, 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 complywith 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 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 throughand the federal privacy regulations as contained in 45 CFR Part 164 may apply to the Offeror and ABOR eigenfellationships 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 terrhereof 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

- 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 telecommunication pro
  - 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 revolved 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.

directors, agents, employees; 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 allhis 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 tential 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 delayeptrevented 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 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.

18. Cancellation for Conflict of Interest.	In accordance	with A.R.S.	§- <b>58</b> 1,	this Contract	may

- 24. Sales and Use Tax. The Offeror shall comply with and require allthoéir 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 Offertholefuagrees 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 no perferent 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. 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 phraseBOR 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 Offer 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 prioritten 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 AB® 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 statues.
- 32. Legal Workers. Pursuant to A.R.S. § -41401, ABOR is prohibited after Sept

with A.R.S. § 2214(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 & Erify 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 wanties to the Offeror.

The Offeror acknowledges that a breach of this warranty by the Offeror or by any subcontractor or subsubcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including teation of this Contract, by ABOR. ABOR retains the right to inspect the records of any Offeror, subcontractor, and subsubcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-

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 looks 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) at 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; (ii) 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 ecommerce business and/or credit card transactions, the Offeror agrees to be bound by the requirement rB) i3 ()f10 (by)8 ( (e)3B)9 (ul( r

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

#### **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 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 hereundeby 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 ynwaveants 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 dahe 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 OfferorABO resanCot f(n)10 (d/)1 9 (ni)4 ()10 (wo)2 (r)4 I ina (he)3 ()10 0 Tche f2 ()b(r)]TJ f(

**Commercial Automobile Liability** 

Offeror. The waiver of subrogation applies to Commercial General Liability, Commercial

# **EXHIBIT E – MANDATORY CERTIFICATIONS**

	CONFLICT OF INTEREST CERTIFICATION	
Date:		

The undersigned certifies that to the best of his/her knowledge (check only one):

# **ANTI-LOBBYING CERTIFICATION**

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

Email Address	
Signature (rquired)	
Print Name	
Print Tite	
Phone	

#### FEDERAL DEBARRED LIST CERTIFICATION

Date:

In accordance with the Federal Acquisition Regulation, 525209

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

- (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) Ar( ) or are not( ) presently debarred, suspended, proposed for debarment, or declared ineligible foint award of contracts by any Federal agency;
  - (B) (check one) Hav(e) or have not (), within a threeyear period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in coection 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, berry, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - (C) (check one) Ar(e) 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) Hav€ ) or have not ( ), within a threeyear period preceding this offer, been notified of any delinquent Eeral 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, partner; or, personhaving 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 ABQ& 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 weller, 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 ABORmay 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 infroation 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 relative 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, ABORmay terminate the contract resulting from this solicitation for default.

Email Address	
Signature (rquired)	
Print Name	
Print Tite	
Phone	

# **EXHIBIT F - SAMPLE**

- 17. This Agreement shall be governed by the lawsriotona, 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 arhout this Agreement is binding upon CONSULTANT in accordance with its terms.

This Agreement may be executed in counter parts.

ARIZONA BOARD OF REGENTS

CONSULTANT

# EXHIBIT A TO ARIZONA BOARD 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 REGENTS AGREEMENT FOR CONSULTANT SERVICES

TERMS AND CONDITIONS (RFP 202100, EXHIBIT)