

RFP202202SECTION INDEX

PROPOSAL ACKNOWLEDGEMENT RECEIPT

SECTION 336ra(e) REQUEST FOR PROPOSAL (RFP) 13 (70)(10) -4 (e)-CbJ0.1539 (os)JJsTdg)2

The Arizona Board of Regents (ABOR) is requesting sealed Offers from qualified firms and/or individuals to develop a comprehensive inventory of health sciences assets across the entire Arizona public university enterprise to inform opportunities to strengthen Arizonas health workforce . ABOR is seeking a consultant to develop this inventory and make recommendations regarding enterprise organization as outlined in this Request for Proposal (RFP).

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, ~~February 16, 2022~~ at which time a representative of ABOR shall announce publicly the names of those firms submitting Offers. The proposal opening will be virtual. Contact MaryAdelman for the virtual meeting information. No other public disclosure shall be made until after the award of the Contract resulting from this RFP.

Any and all questions regarding this RFP shall be directed to MaryAdelman , Director, Administration, and to no other office or individual at ABOR. ABOR may answer informal

SECTION 8

BACKGROUND INFORMATION AND TIMELINE

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

In the areas of health sciences, each public university likewise has unique health sciences programs including academic, clinical and research assets that support, in various ways, Arizona's health workforce needs . ABOR has a role in setting an enterprise vision around these health sciences assets, encouraging coordination and collaboration across those assets to support statewide goals to advance Arizona's health workforce, improve clinical care delivery support health-related research and spur innovation.

The first step in modernizing this vision is developing a comprehensive inventory of health sciences assets across the entire Arizona public university enterprise to inform opportunities to strengthen Arizona's health workforce . ABOR is seeking a consultant to develop this inventory and make recommendations regarding enterprise organization .

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.

Selected Offeror(s) will be required to enter into a Contract with ABOR. The Contract shall not bind nor purport to bind ABOR for any contractual commitment in excess of the original contract period. ABOR shall have the right, at its sole discretion, to renew the Contract for a total contract period not to exceed 5 years . If ABOR exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period.

PROJECTED TIMELINE

January 11, 2022	RFP Release and Advertise
February 2, 2022	Deadline to Submit Question
February 16, 2022	Bid Due Date
February 17, 2022	Committee Evaluation Begins
March 3, 2022	Award Contract
March 17, 2022	Finalize Contract
March 18, 2022	Commence Services

SECTION

INSTRUCTIONS TO OFFERS

1. All solicitations shall be performed under the direct supervision of ABOR Director, Administration and in accordance with ABOR 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; and
 - 3.2. Two copies of the complete Offer each on a separate electronic storage device.
 - 3.3. Submit Offer sealed and marked as follows:
 - Offeror's Name
 - Offeror's Title
 - Offer's Company
 - RFP202202
 - Date and Time Offer Is Due
4. No telephonic, electronic, nor 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.
5. 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.
6. Definitions:
 - 6.1. "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.
 - 6.2. "Contract" - shall mean the agreement entered into between ABOR and the successful Offeror as a result of this RFP.
 - 6.3. "May" - indicates something that is not mandatory but permissible/desirable.
 - 6.4. "Offer" - shall mean the proposal from an individual or firm for the provision outlined in this RFP.
 - 6.5. "Offeror" - shall mean a person or firm submitting an Offer in response to this RFP.

- 6.6. "Shall," "Must" , "Will" - indicate mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive.
- 6.7. "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.
7. 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.
8. 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. Pricing information shall not be considered confidential.
9. Offer may be withdrawn at anytime prior to the time and date set for opening.
10. Offer and accompanying documentation will become the property of ABOR at the time the Offer is opened.
11. 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 give or decline to give irregularities in any Offer.

- 13.1. If presentation is to be held virtually, the ABOR will indicate information required to provide such presentation.
14. 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 conditions 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.
15. 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.
16. The successful Offeror(s) will be required to enter into a Contract with ABOR. ABOR's terms and conditions shall be incorporated into the resulting Contract between ABOR and the successful Offeror. The Contract shall not bind nor purport to bind ABOR for any contractual commitment in excess of the original contract period of one year. ABOR shall have the right, at its sole discretion, to renew the Contract for up to four (4) 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.
17. 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.
18. Requests for clarification of information shall be received no later than ten working days prior to the time and date set for opening. 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.
19. 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.
20. Failure to receive an addendum shall give Offeror the option of:
- 20.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.

20.2. Withdrawing its Offer without penalty .

21. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.

22. Unless specifically stated to the contrary manufacturer's names, trade names, brand names

SECTION 01000 OFFER FORM

In order to facilitate direct comparison, submit Offer using this format, listed in order, and indented to match. Failure to

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 a condition or agreement to the numbered requirement. The Offeror is encouraged to provide any additional information that is not specifically identified in this RFP 2022002.

1. QUALIFICATIONS AND 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 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. Detail experience with similar/like projects.

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

- 4.1.2. Engage with each university to obtain needed information for the health sciences inventory and collect university perspectives regarding their unique programs and how they support Arizona's health workforce .
- 4.1.3. Develop an inventory of health sciences assets (including academic/educational, clinical, research and any other identified programs) including identifying the following by each university :
 - Programming
 - Organization
 - Governance
 - Quality Indicators
 - Degree levels
 - How the assets support Arizona's health workforce needs
- 4.1.4. Highlight any areas of duplication or identified development needs.
- 4.1.5.

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 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 law.

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

submission of a completed Voluntary Product Accessibility Template (VPAT) so that ABOR may ascertain conformance. Offers without a completed VPAT may be disqualified from competition.

9.1.1. EIT is information technology/IT" an

(hereinafter referred to

shall be produced at ABOR or such other location as designated by ABOR upon reasonable notice to the contracting party

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 requ

The following statement shall be included: Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to ABOR, with the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract.

Description provide a summary of the project.

Material Breach: Failure on the part of the Offeror to meet these requirements shall constitute a material breach upon which the State of Arizona (ABOR may) (c)10 (

30. **Independent Contractor.** It shall be understood that the Offeror shall operate as an Independent Contractor, not as an employee or agent of ABOR.

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31. **Service Marks and Trademarks.** For purposes of this provision, the phrase "ABOR Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by ABOR. The Offeror agrees to comply with ABOR's trademark licensing program concerning any use or proposed use by the Offeror on behalf of ABOR.

extracted, or received through ABOR's or the Offeror's use of the services or deliverables (collectively "ABOR Data"). ABOR Data shall be considered ABOR's confidential information. The Offeror shall not use, access, disclose, or license or provide to third parties, any ABOR Data, or any materials derived therefrom, except, in each case, as authorized in writing by ABOR. Without limiting the generality of the foregoing, the Offeror may not use any ABOR Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ABOR's prior written consent.

35. **Non-Disclosure and Trade Secrets** The Offeror may receive (or has received) from ABOR and otherwise be exposed to confidential and proprietary information relating to ABOR

Payment Card Industry Data Security Standard (PCI DSS); Payment Application Data Security Standard (PA DSS) for software and PIN Transaction Security (PTS) for hardware and provide attestation of compliance annually. The technical solution must include the following:

- 36.1. The Offeror maintains their own network operating on their own dedicated infrastructure. The Offeror's network includes a firewall that includes access control rules that separate the Offeror's PCI network from ABOR and restricts any communication between the Offeror's network devices and ABOR systems.
 - 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. § 35-393 and 35-393.01, the Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel.
38. **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 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 point structure:

1. Qualifications and Experience, Project Resources, Client References (refer to Section E.1 – E.3).

POINTS: 25

2. A detailed technical Offer including, but not limited to, clear

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2.

SECTION CONFLICT OF INTEREST CERTIFICATION

Date:

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

There is no officer or employee of ABOR who has, or whose relative has, a substantial interest in any contract resulting from this request.

The names of any and all public officers or employees of ABOR who have, or whose relative has, a sub-0.001 T-24.1Ae T-5.55.001 Tc 0.0iAe T-5 (one) 4124236 (t) 4154 (t) 0 (t) 300 (t) 0 (t) 0

SECTION 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 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 constitute a breach of the contract.

SECTION 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 Office; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that



SECTION 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

SECTION 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 _____ SAMPLE AGREEMENT AND EXHIBITS

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 Scope/Description of Services set forth in Exhibit A to this Agreement.
2. The Agreement is effective as of DATE and will extend to DATE, unless terminated earlier by either party. The parties may agree in writing to extend the Agreement.
3. CONSULTANT will not engage in any activity adverse to ABOR or the universities. CONSULTANT must disclose to ABOR any conflict of interest that arises during the course of this Agreement.
4. Services performed under this Contract will be performed by NAME, who will report to the ABOR Executive Director or designee.
5. Payments will be made in accordance with the fee schedule in Exhibit B to the Agreement.
6. For all purposes under the terms of this Agreement, CONSULTANT shall be an independent contractor, and not an officer or employee of ABOR. ABOR shall provide no employee benefits, including but not limited to Workers' Compensation. In performance of the services described in this Agreement, the CONSULTANT shall determine his necessary hours of work.
7. The CONSULTANT shall maintain as confidential any and all confidential information, documents, materials, and items that CONSULTANT obtains, has access to, or is privy to during the course of providing services to ABOR and the universities under this Agreement.
8. CONSULTANT may not assign the rights, delegate the duties, or otherwise dispose of any right, title, or interest in all or any part of any contract, or assign any monies due or to

9. All reports and other work products produced by CONSULTANT as part of the services rendered under this Agreement shall be provided to and will be the sole property of ABOR. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of ABOR.
10. CONSULTANT will maintain, until all of CONSULTANT's obligations have been discharged, insurance against claims that may arise from or in connection with the performance of the work performed by the CONSULTANT.
11. ABOR shall be permitted to retain other consultants performing similar tasks and services as the CONSULTANT, and the CONSULTANT shall be permitted to provide services to other parties consistent with the CONSULTANT's obligation to complete the services undertaken pursuant to the terms of this Agreement.
12. Notice is provided of A.R.S. § 12-

17. This Agreement shall be governed by the law 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

SAMPLE
EXHIBIT A
TO ABOR

SAMPLE
EXHIBIT B
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

FEEES FOR SERVICES

REQUEST FOR PROPOSAL

ARIZONA BOARD OF REGENTS
REQUEST FOR

The Arizona Board of Regents received the following questions for RFP 2022002 for a consultant to inventory the Arizona public university enterprise health science assets.

1. Section E-1.2 "If selected for negotiations, the Offeror may be required to provide the last two years of audited financial statements."

Privately held corporations are not required under the Securities and Exchange (SEC) Act of 1934 to publicly file financial statements or publish the quarterly financials for the general public or Government (aside from tax filings). In lieu of financial statements, will the Board of Regents accept a comfort letter from a company's Controller confirming the organization's gross revenues, shareholders' equity, comprehensive income, and working capital? We have found on previous occasions that this has answers all questions about our financial strength that clients may have had.

Answer: Yes, that would be acceptable. In addition, financial information may be placed in a separate envelope and marked "Proprietary Information" per ABOR Policy 3-801D. to the extent the ABOR Director, Administration concurs, this information shall be considered confidential and not public information, as stated in r-9.61 0 Td(3.81EMC /P AM24ID 8 E

Answer3.

