



December 9, 2011

**REQUEST FOR PROPOSAL**

**LEGAL SERVICES FOR THE ARIZONA BOARD OF REGENTS  
AND  
ARIZONA STATE UNIVERSITY  
NORTHERN ARIZONA UNIVERSITY  
AND THE UNIVERSITY OF ARIZONA**

**RFP NO. 071203**

**DUE: 3:00 P.M., MST, 02/03/12**

Time and Date of Pre-Proposal Conference	None
Deadline for Inquiries	3:00 P.M., MST, 01/13/12
Time and Date Set for Closing	3:00 P.M., MST, 02/03/12

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## SECTION I – REQUEST FOR PROPOSAL

### RFP NO. 071203

The Arizona Board of Regents (ABOR), acting on behalf of itself and Arizona State University (ASU), Northern Arizona University (NAU) and the University of Arizona (UA), is requesting sealed proposals from qualified firms or individuals to provide legal services for ABOR and the Offices of General Counsel at ASU, NAU, and UA. ASU Purchasing and Business Services is the contracting office for this RFP.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Blvd. & Broadway Road) Tempe, Arizona 85281 **on or before** 3:00 P.M., February 3, 2012 at which time a representative of ASU Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract(s).

Arizona State University's Overnight Delivery (FedEx, UPS, etc.) address is:

Purchasing and Business Services  
University Services Building  
Arizona State University  
1551 S. Rural Rd  
Tempe, AZ 85281

Arizona State University's U.S. Postal Service mail address is:

Purchasing and Business Services  
Arizona State University  
P.O. Box 875212  
Tempe, AZ 85287-5212

THE ARIZONA BOARD OF REGENTS

//signed// \_\_\_\_\_  
Betty Lombardo, C.P.M, LEED AP  
Senior Buyer

Bl/yr

## **SECTION II – PURPOSE OF THE RFP**

### **1. INTENT**

The Arizona Board of Regents, and the Offices of the General Counsel at Arizona State University, Northern Arizona University and the University of Arizona intend to enter into one or more contracts for one or more of the subject areas listed in Part A of Section V of this RFP. A firm or individual need not respond to all of the subject areas listed in Part A of Section V of this RFP. Proposals may be submitted for all or any one or more of the subject areas that are listed. The successful proposer(s) **must** enter into the Arizona Board of Regents Agreement for Legal Services that is set forth in this RFP.

Neither the Arizona Board of Regents nor any of the universities can commit to any definite expenditure or volume during the contract period.

An award under this contract is not intended to and will not terminate, replace or otherwise change any existing contracts with outside counsel for one or more of the subject areas listed in Section V of this RFP. Pre-existing contracts will remain in full force until they expire or are terminated in accordance with their terms.

### **2. DEFINITIONS**

Throughout the remainder of this RFP:

- a. ASU Purchasing and Business Services is referred to as “the Purchasing Office.”
- b. The Arizona Board of Regents (ABOR), Arizona State University (ASU), Northern Arizona University (NAU), and the University of Arizona (UA) are collectively referred to as “Purchasing Parties” and each may be referred to individually as “a Purchasing Party.”

### **3. BACKGROUND INFORMATION**

The Arizona Board of Regents (ABOR) is a constitutionally created public body corporate of the State of Arizona. ABOR governs Arizona State University (ASU), Northern Arizona University (NAU), and the University of Arizona (UA). Through this RFP, ABOR intends to establish one or more contracts for the services more fully described in Section V of this RFP. The award(s) shall be made to the responsible proposer(s) whose proposal(s) is/are determined to be the most advantageous to ABOR, ASU, NAU, and UA based on the evaluation factors set forth in this RFP. Price, although a consideration, will not be the sole determining factor.

ABOR Counsel and the respective Offices of General Counsel at ASU, NAU, and UA represent their respective institutions in litigation matters, administrative proceedings and significant transactional matters. ABOR and each of the three Offices of General Counsel

retain outside attorneys in specialized fields and they will each coordinate their respective legal services.

**4. TERM OF CONTRACT**

Agreements entered under this Request for Proposal shall commence on March 26, 2012, or the date when executed, whichever is the later, and shall extend to June 30, 2017.

The Agreement may be extended under the same terms and conditions for an additional sixth and seventh year after the first five years in accordance with ABOR policy 3-803(F)(8)(a).

The Legal Services Provider's work on a matter assigned during the effective period of the Agreement shall continue in accordance with the terms of the Agreement until it is completed or the assignment is otherwise terminated, regardless of whether the Agreement is renewed or extended or expired.

**5. MINIMUM QUALIFICATIONS REQUIREMENT**

Respondents to the RFP must be authorized to practice law and be in good standing in the state in which the Respondent is authorized to practice law.

**6. INCONSISTENCY OR ERROR IN THE RFP**

Any Respondent to the RFP believing that there is any ambiguity, omission, inconsistency or other error in the RFP shall promptly notify the Purchasing Office in writing of such apparent discrepancy. Failure to notify the Purchasing Office by the RFP submission date will constitute a waiver of claim of ambiguity, omission, inconsistency or other error.

### SECTION III – PRE-PROPOSAL CONFERENCE

X No pre-proposal conference will be held.

   A pre-proposal conference will be held at           time and date           in   location  

The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Purchasing Parties' intention and desires, and/or to give prospective suppliers an opportunity to review the site of the work. Any doubt as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be presented to the University representative at this conference. The University representative will then determine the appropriate action. If necessary, the University representative will issue a written amendment to the Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal.

You do not have to send a representative to this pre-proposal conference. However, if you decide to not send a representative, then we may not know of your intent to participate in this solicitation, and so may not send you any written amendments to this Request for Proposal. Further, we will assume that your failure to attend the pre-proposal conference is an indication that you expect us to review your proposal as if you had taken advantage of the pre-proposal conference.

## SECTION IV – INSTRUCTIONS TO PROPOSERS

1. Your proposal must be addressed to and received by Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, **on or before the time and date set for closing. No proposal will be accepted after this time.** The University Services Building is located on the east side of Rural Road between Apache Road & Broadway Road. **PROPOSALS MUST BE IN A MARKED SEALED CONTAINER** (i.e., envelope, box):

Name of Proposer:

Title of Proposal: Legal Services

RFP Number: 071203

Date and Time Proposal is Due: February 3, 2012, 3:00 P.M., MST

No telephone, electronic or facsimile proposals will be considered. **Proposals received after the time and date for closing will be returned to the proposer unopened.**

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (USB) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost of \$1.00 per hour or any portion thereof. The Pay by Space machine is located near the main east facing entry to USB, to allow visitors to park their vehicles and easily access the machine on their way into the building.

All visitors to USB are to obtain a visitor's badge from the USB Reception Desk to wear while in the building, please check in at the USB Reception Desk. If you are visiting the USB, the receptionist will call to have you escorted to your meeting.

3. Proposals must be submitted as a complete document set as follows:
  - a. One (1) hardcopy clearly marked 'original' in 8.5" x 11" non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. Sections shall be index tabbed, reference Section X Form of Proposal for more specific instructions.
  - b. One (1) electronic copy on CD or Flash Drive in PDF format, readable by a Windows operated personal computer, labeled, and not password protected. **One single** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
  - c. Proposer must check and play all CD's before submitting. Company marketing materials are not recommended and all photos must be compressed to small size formats.
4. You may withdraw your proposal at any time prior to the time and date set for closing.

5. No department, school, or office at any of the Purchasing Parties has the authority to solicit or receive official proposals other than ASU Purchasing and Business Services. All solicitation is performed under the direct supervision of the Executive Director of Purchasing and Business Services and in complete accordance with ABOR policies and procedures.
6. The Purchasing Office reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the Purchasing Office will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the Purchasing Parties may be requested to give an oral presentation to a selection committee. The Purchasing Office will do the scheduling of any requested oral presentations.
8. The award shall be made to the responsible proposer(s) whose proposal(s) is (are) determined to be the most advantageous to the Purchasing Parties based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.
9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Executive Director of the Purchasing Office concurs, this information will not be considered public information. The Executive Director of the Purchasing Office is the final authority as to the extent of material which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
10. **The Purchasing Parties are committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the successful proposer will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the Proposers expected efforts to solicit SB & SDB participation should be enclosed with your Proposal.**
11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
12. Financial Statements: Not required for this solicitation.
13. The Purchasing Office reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its

best interest to do so. The Purchasing Office also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

14. The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents and known as "Arizona Board of Regents Agreement for Legal Services". A copy of the "Arizona Board of Regents Agreement for Legal Services" is included in this Request for Proposal in Section XII. **Proposals that are contingent upon any changes to this standard form of agreement will be at a competitive disadvantage in the proposal evaluation process, and may be deemed nonresponsive and may be rejected.**
15. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
16. May: Indicates something that is not mandatory but permissible/desirable.  
  
Days: Calendar days  
  
Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.  
  
Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the Purchasing Office may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
17. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
18. All responses and accompanying documentation will become the property of the Purchasing Parties at the time the proposals are opened.
19. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, or via e-mail to:

Betty Lombardo, C.P.M., LEED AP  
Purchasing and Business Services  
University Services Building  
Arizona State University

PO Box 875212  
Tempe, AZ 85287-5212

Tel: 480-727-3752  
Fax: 480-965-2234  
E-mail: [Betty.Lombardo@asu.edu](mailto:Betty.Lombardo@asu.edu)

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted before 3:00 P.M., MST on January 13, 2012 so that we can disseminate an answer to all known potential proposers. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the Purchasing Office will answer informal questions orally. **The Purchasing Office makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal.** Proposers shall not rely on any verbal responses from the Purchasing Office.

20. The Purchasing Office and the Purchasing Parties shall not reimburse any proposer the cost of responding to a Request for Proposal.
21. To the extent applicable to any agreement resulting from this solicitation, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, ABOR, ASU, NAU, UA and their regents, employees and agents against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.
22. The privacy of student record information is protected under the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. If at any time during the course of activities under this Agreement, the Legal Services Provider is provided access to individual student information, or to a system that contains individual student information, the Provider agrees to maintain that information in absolute confidence and in compliance with FERPA, and agrees not to use or disclose that information or create or maintain copies of that information for any purpose not directly related to and expressly authorized under this Agreement. The Provider has been advised and agrees that any violation of this provision may result in the Purchasing Parties seeking immediate legal and equitable relief, to include all costs and attorneys fees.

23. All systems containing sensitive Purchasing Parties data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with the Purchasing Parties policies and standards regarding data usage and information security. In an effort to diminish information security threats, the successful proposer will (or will require the third party host appointee to):
- i. Complete SSAE16 or substantially equivalent reviews in accordance with the Purchasing Parties' policies, as the same may be amended from time to time, which reviews are subject to review and approval by the Purchasing Office. At the present time no more than two reviews per year are required.
  - ii. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the delegated services network and systems at regular intervals in accordance with the Purchasing Parties' policies and standards. Weaknesses must be corrected within a specified period of time as defined in the Purchasing Parties' policies and standards as amended from time to time.
  - iii. Use secure development and coding standards including secure change management procedures in accordance with the Purchasing Parties' policies and standards as the same may be amended from time to time. Internal standards and procedures are to be provided to the Purchasing Office for review and approval a minimum of one time annually.
  - iv. Carry out updates and patch management in a timely manner and to the satisfaction of the Purchasing Parties. Updates and patch management must be deployed using an auditable process that can be reviewed by the Purchasing Office upon request.
  - v. Control access to the Purchasing Parties' resources, including sensitive data, limiting access to legitimate business need based on an individual's job-related assignment. Access should be approved and tracked by the system owner to ensure proper usage and accountability and shall be subject to review by the Purchasing Party upon request.
  - vi. Report information security incidents immediately (including, but not limited to those that involve information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).
24. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States without prior written consent from the Purchasing Parties. Any services that are described in the Specifications/Scope of Work that directly serve the Purchasing Parties and may involve access to secure or sensitive data or personal client data or development or modification of software for the Purchasing Parties shall be performed within the borders of the United States. Unless specifically stated otherwise in the Specifications/Scope of Work, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

25. **Except for the use of the Standard Form of Agreement for Legal Services set forth in Section XII of this RFP, any Respondent that submits a response to this RFP may not require or insist on the use of standard contract agreements, documents or forms that are not set forth in this RFP. By submitting a Response, each Respondent waives any demand for the use of its standard agreements, documents or forms. The terms of this RFP (including the Standard Form of Agreement for Legal Services set forth in Section XII of this RFP) and the Response submitted in response thereto shall be the only documents that control the relationship between the parties and the performance of services hereunder.**
26. The Purchasing Office believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

John F. Riley, C.P.M.  
Executive Director of Purchasing and Business Services  
Arizona State University  
PO Box 875212

Tempe AZ 85287-5212  
Fax: (480) 965-2234

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.

## **SECTION V – SPECIFICATIONS/SCOPE OF WORK**

### PART A: Scope of Work

Qualified firms may be engaged to work in one or more practice areas listed below. Counsel may also be required to coordinate with federal, state and local administrative agencies including, but not limited to, environmental agencies in connection with real property and procurement matters.

### Areas of Legal Representation

Specific assignments may include investigating, advising, negotiating, drafting, reviewing documents, and litigation or representation in court, administrative hearings or alternative dispute resolution processes relating to one or more of the following areas:

- Administrative Law
- Affiliated Entities (i.e., outside entities, typically 501(c)(3) organizations, that are legally separate from but affiliated with one or more of the Purchasing Parties)
- Bankruptcy
- Criminal Defense (White Collar) Matters and Litigation
- Collections
- Constitutional Law (State and Federal)
- Contract and Procurement Issues and Litigation
- Discrimination Issues and Litigation (State and Federal)
- Eminent Domain
- Employee Pensions and Benefits
- Engineering, Architectural and Construction Contracting Issues and Litigation
- Environmental Issues and Litigation
- Export Control/ITAR
- Federal Communications Commission
- Federal and State Administrative Agency Matters (including FCC, SEC, OCR, and HIPAA matters)
- Food and Drug Regulations and Law
- General Civil Litigation
- General Higher Education Law
- Immigration

- Insurance regulation matters
- Intellectual Property (including preparation and filing of patent, copyright and trademark applications, drafting and review of licensing agreements, and general advice concerning intellectual property matters)
- International Education Services
- Intergovernmental Relationship Services
- International Law and Matters
- Labor Law and/or Personnel Issues and Litigation
- Medical Education Law
- Non-profit corporations matters
- Planning, Zoning and Land Use Issues and Litigation
- Public Records and Open Meetings Law and Litigation
- Real Property Transactions (including leasing)
- Research law and University Sponsored Research Issues
- Retirement and ERISA Issues and Litigation
- Taxation Law (Local, State and Federal) and Litigation
- Tort Liability and/or Insurance Coverage
- University Research Law
- Worker's Compensation
- Other areas of expertise within your firm that may be relevant to a public institution of higher learning.

Note: A contract award under this RFP is not intended to and will not terminate, replace or otherwise change any existing contracts with outside counsel for one or more of the areas listed above. Pre-existing contracts will remain in full force until they expire or are terminated in accordance with their terms. In addition, each University or ABOR may issue additional solicitations in certain specialty areas (e.g., public finance or intellectual property). Upon a notice of award, each firm shall enter into an Agreement for Legal Services in the form set forth in Section XII.

#### PART B: Guidelines

These guidelines shall serve as the basis upon which the successful proposer(s) shall provide legal advice, opinions and representation to one or all of the Purchasing Parties. Unless clearly excepted in individual instances, services shall comply with these guidelines.

1. Representation. Each successful offeror (“Counsel”) shall, upon referral of a lawsuit or other legal matter by a Purchasing Party, provide any necessary legal representation to that Purchasing Party and any of its officers, employees or agents acting within the scope of their employment. A successful offeror agrees to perform all necessary legal services, including but not limited to investigation, legal research, preparation of legal memoranda, pleadings and briefs and making appearances before administrative tribunals and courts, in representing a Purchasing Party. The legal services shall be carried out in cooperation with and under the supervision of the General Counsel for the Purchasing Party, in a manner consistent with the successful offeror’s ethical obligations to the Purchasing Party. Successful offerors shall not undertake any representation of a Purchasing Party or perform any legal services for a Purchasing Party at the request of any Purchasing Party official or employee without first obtaining specific written authorization to do so from the General Counsel for the Purchasing Party. Successful offerors shall not file any action or enter any litigation on behalf of a Purchasing Party without first obtaining permission to do so from the General Counsel for the Purchasing Party. Before releasing any written legal opinion addressed to or affecting a Purchasing Party or any of its officers or employees, a successful offeror shall obtain the concurrence of the General Counsel for the Purchasing Party.

2. Referral of Work to Counsel.

a. Referral of legal matters to Counsel under this RFP will only be through the ABOR Counsel or the Office of the General Counsel of ASU, NAU or UA (individually referred to hereinafter as Purchasing Party’s General Counsel”). .

b. Work performed by Counsel on matters that are not referred to Counsel as set forth in this RFP will be considered unauthorized and noncompensable. Counsel is to provide legal services to a Purchasing Party only through the General Counsel for the Purchasing Party, and not independently of the General Counsel for that Purchasing Party. Counsel shall report to the General Counsel for the Purchasing Party any effort made to engage the services of Counsel independently of the General Counsel for the applicable Purchasing Party.

c. Referral of legal matters to Counsel will be through an individual Project Description as set forth in Exhibit B to the Agreement for Legal Services signed by the General Counsel or its designee for the Purchasing Party. The Letter of Engagement will contain: (1) the name and a description of the matter for which legal services are sought, (2) an explanation of the scope of work, (3) the compensation the Purchasing Party will pay Counsel for the services sought, and (4) a designated contact attorney in the office of the General Counsel for the Purchasing Party. The Individual Project Description is not effective unless it is signed by the General Counsel or its designee for the Purchasing Party or his or her designee. The Individual Project Description is effective the earlier of the date noted as the effective date in the Individual Project Description or the date of receipt. In the event that Counsel needs to communicate with someone other than the Contact Attorney identified in the Letter of Engagement, Counsel will contact the General Counsel for the Purchasing Party or his or her designee.

3. Client Contact. All decisions requiring the consent of a Purchasing Party shall be brought by Counsel to the attention of the Purchasing Party through the Contact Attorney identified in the Letter of Engagement referenced in the foregoing section.

#### 4. Contact Partners and Staffing.

a. A firm representing one of the Purchasing Parties should appoint one partner of the firm as the Contact Partner for each of the Purchasing Parties. However, a firm may identify two contact partners if it chooses, one for transactional representation and one for civil representation (including litigation). Each contact partner should be prepared to discuss and agree to any services requested by the Purchasing Party pursuant to the Agreement for Legal Services. A Purchasing Party will expect to discuss with a Contact Partner at least the following items at any time:

- (1) Nature of the case and related legal advice.
- (2) Degree of difficulty or uniqueness of service and the level of attorney competence or experience necessary to represent the Purchasing Party adequately.
- (3) Number of attorneys, paralegals, and other personnel which the firm would expect to assist the assigned attorney.
- (4) Extent of out-of-pocket expenses that might be anticipated including computer research time, travel, overtime, outside fees such as license fees and similar costs. Copy fees ordinarily would not be considered unless anticipated to be substantial. To the extent electronic resources are available at no or nominal cost to Counsel (e.g. fast case through the State Bar of Arizona), the Purchasing Parties expect Counsel to use such resources before using paid electronic resources.
- (5) Possibility of a fixed fee as an alternative to hourly charges. Hourly fees of persons assigned to the matter will be discussed if an hourly fee is agreed upon.
- (6) An estimate of the number of hours involved in completing the project or an estimate of the fee which would be incurred. Realistic estimates will be a consideration in assigning subsequent cases to the firm.
- (7) The Purchasing Parties expect Counsel to volunteer its candid assessment of whether the potential representation lies within Counsel's areas of expertise and whether it can be handled economically and efficiently. It is expected that this assessment will be made without charge to the Purchasing Parties.

b. The Contact Partner will be expected to assign the case to an attorney who would act as the contact for future activity on the matter. The Contact Partner must be available to the Purchasing Party in the event of any future problems arising from the representation.

c. The Purchasing Parties reserve the right to designate a specific attorney(s) in Counsel's firm to work on specific matters. In the absence of a specific designation by a Purchasing Party, Counsel shall employ suitably trained and skilled professional personnel to

perform the legal services. Prior to changing any key personnel on any matter referred to Counsel, especially those key personnel upon whom the Purchasing Parties relied in making a contract award under this RFP, Counsel shall obtain the approval of the Contact Attorney and any replacement personnel shall have capabilities at least equal to those of personnel they replaced for performance of the Services. All staffing decisions shall be discussed and agreed upon with the General Counsel for the Purchasing Party in advance. The names of professionals specifically assigned to the matter must appear on each monthly billing statement. Any subsequent changes to staff must be approved beforehand by the Contact Attorney and reflected on the billing invoice.

5. Counsel's Personnel. Each Purchasing Party reserves the right to designate a specific attorney(s) in Counsel's firm to work on specific cases. Counsel shall employ suitably trained and skilled professional personnel to perform the service. Prior to changing any key personnel, especially those key personnel upon whom one or more of the Purchasing Parties relied in awarding a contract under this RFP, Counsel shall obtain the approval of the Purchasing Party and any replacement personnel shall have capabilities at least equal to those of personnel they replaced for performance of the Services. Counsel shall bear its costs associated with any and all such changes, and those costs shall not be reimbursable by any of the Purchasing Parties. While we recognize that staffing changes may be necessary from time to time, the Purchasing Parties will not pay for the "downtime" or learning time that may result from such a staffing change. We do not believe it appropriate to pay legal fees for the training of your personnel. Your firm has been retained because of your expertise. The time you spend educating junior lawyers in the substantive law applicable to the matter assigned should not be included in your billings. Unless otherwise agreed we expect that only one attorney from your firm will attend meetings, depositions, and arguments, although a second person may be needed for trials and major hearings or meetings.

6. Case Budgeting.

a. The Purchasing Party expects to discuss with the Assigned Attorney and/or the Contact Partner a legal fee and expense budget that is appropriate for each assigned case. All activities shall be considered as to the various categories listed.

b. The Purchasing Parties also expect that Counsel will investigate whether it would be more efficient for Purchasing Party's personnel (employees, temporary employees, or contractors) to perform certain tasks such as collecting and reviewing information in files, interviewing witnesses, managing documents, preparing summaries, etc. Counsel shall give consideration to whether some of the work can be performed efficiently by lawyers, paralegals or clerks employed by the Purchasing Party and whether there are other ways in which the time required of Counsel can be minimized without compromising the quality of representation. In matters requiring large amounts of paralegal time, consideration shall be given to hiring temporary contract paralegals that can be retained at rates significantly less than those charged by Counsel. The Purchasing Parties expect Counsel to explore cost saving opportunities such as communicating with the Purchasing Parties through e-mail and electronically transmitting documents.

7. Materials and Investigative Services. The Purchasing Parties will furnish Counsel with all investigative and other materials it has relative to the legal services to be provided by

Counsel and to any claim asserted in litigation and will, subject to the Purchasing Party's approval, conduct such additional investigation as Counsel shall request.

8. Litigation Management.

a. Each Purchasing Party expects to be kept advised of any threatened litigation and of progress on all litigation. An initial case management meeting is required within 30 days of case assignment between the Purchasing Party and the assigned attorney. The meeting's purpose is to assess merits of threatened or actual legal action and monetary exposure to the Purchasing Parties and the State of Arizona, to establish initial defense strategy, investigation, assignments, litigation management instructions and fee limitations. During this meeting outside counsel should submit an initial budget, estimating fees and costs. Outside counsel shall notify the Purchasing Party when and if it becomes apparent that the budget is being or will be exceeded. The budget should specifically identify the work expected to be done, the identity and billing rate of each attorney and paralegal to be involved, and the amount of time the work is expected to take. The Purchasing Parties expect this budget to be updated quarterly and to be submitted to the Purchasing Party that is responsible for the matter.

b. A Purchasing Party may require Counsel to submit a Litigation Management Plan along the lines discussed in this subsection. Once the Litigation Management Plan is developed, it should be followed unless circumstances change in a material way. A Litigation Management Plan should include the following:

(1) Pleading Summary. A summary of the pleadings, complaint and answers.

(2) Theory of the Case. Counsel's theory of the Purchasing Party's case should provide a sense of direction and a framework for distinguishing case preparation activities that are worth pursuing from those which are not. It should anticipate each adverse party's most likely arguments, and outline the case that trial counsel would like to present to a jury on the Purchasing Party's behalf. Where appropriate, information obtained from pleadings, disclosure statements and discovery should be identified as such.

(3) Preliminary Strategy. Counsel shall prepare a preliminary strategy based on the nature of the case, the litigation objective, and the facts that are known or reasonably anticipated at the time. It should include the theory of the case, anticipated legal research, investigation and pretrial discovery, dispositive motions, witnesses and expert witnesses, staffing expectations and timing considerations. Moreover, it should include an assessment of the Purchasing Party's exposure and possible settlement and ADR strategies.

(4) Legal Research. Counsel should identify the specific legal research projects that are likely to support or supplement the Purchasing Party's theory of the case. Counsel should provide the Purchasing Party with relevant legal authorities or research memoranda as may be needed to explain Counsel's theory of the case.

(5) Investigation. Counsel should identify investigation activities that need to be performed and consider whether each activity will be best performed Counsel, by employees of the Purchasing Party, or by an independent investigator.

(6) Pretrial Discovery. Counsel should identify the interrogatory sets Counsel will use as well as the ones to which the Purchasing Party and Counsel probably will be responding. Proposed depositions should be listed along with the deponents' name and category. If the deponents' name is unavailable then Counsel will list the deponent by category estimating the number of witnesses in that particular category.

(7) Dispositive Motions. Counsel should describe potentially dispositive motions to dismiss or motions for summary judgment that might be expected to disposing of the case or narrow the issues.

(8) Witnesses, Including Experts. Counsel should list the witnesses, lay and expert, whose testimony may support the Purchasing Party's theory of the case as well as those of each adverse party. The witnesses should be listed by name and category. Consulting experts and independent medical examiners should also be identified, by category and field of expertise.

(9) Staffing. Counsel should address the way that Counsel will staff the case. This should include the lead attorney(s) along with all subordinate staff -- associates and paralegals. Counsel should provide the justification for all assigned personnel.

(10) Timing. Counsel should provide an estimated sequence and timing of various case preparation activities.

c. Preliminary Litigation Budget. The preliminary litigation budget should reflect Counsel's best estimate of the cost to prepare and try the case to verdict or judgment. Counsel's estimate should include the anticipated conduct of the adverse party.

9. Progress Reports. For all matters, whether litigation is involved or not, Counsel will provide periodic (and as requested) written reports of progress on assigned matters as well as a report when significant developments occur. If no activity has occurred, a simple letter to that effect will be satisfactory. Counsel will also respond promptly with regard to requests for information, including those associated with audit opinions.

10. Billing Practices. The Purchasing Parties will not pay for multiple conferences between attorneys, continuing review of files by various personnel, duplication of effort, or supervision of an associate by a senior partner. If a Purchasing Party is dissatisfied with the level of legal assistance, the Purchasing Party will discuss the matter with the Contact Partner and, if necessary, the level of needed expertise can be reevaluated. The Purchasing Parties have no objection to supervision of associates by senior partners but will not increase their costs by such supervision. Paralegal assistance is desirable and acceptable to the Purchasing Parties as is additional attorney assistance if such assistance is necessary and appropriate and is held to a reasonable level. If a project involves several areas that require different expertise,

advance discussion should be held with the Purchasing Party to determine the manner and extent of coordination required of the various areas.

11. Compensation. The Purchasing Parties shall pay Counsel for services provided in accordance with this RFP as set forth in Exhibit A to the Agreement for Consultant Legal Services (see Section XII of this RFP), except in those situations where a different form of compensation is requested by a Purchasing Party and agreed to by Counsel. Counsel's compensation shall include salary and overhead expenses, profits and employee costs including, but not limited to, clerical and word processing expenses. The rate, amount, or type of compensation to be paid to Counsel shall be reflected in the Letter of Engagement approved by Counsel and the Purchasing Party. Note that the Purchasing Parties will not pay extra charges on phone calls, copy charges in excess of \$.10 per page, the creation of budgets and the discussion and resolution of billing issues. Westlaw/Lexis time will be billed to the Purchasing Parties at Counsel's actual cost. The Purchasing Parties will also not pay for administrative staff overtime or regular progress reports without the Purchasing Parties' prior written consent. **The Purchasing Parties will not pay late fees or other charges associated with any legal services provided under this RFP.**

12. Privileged Communications. All confidential communications between a Purchasing Party, any Purchasing Party officer, employee or agent and Counsel, whether oral or written, and all documentation, whether prepared by Counsel or supplied by a Purchasing Party shall be considered privileged communications and shall not, except as required by law, be communicated by Counsel to any public agency, insurance company, rating organization, contractor, vendor, or consultant, whether or not connected in any manner with a Purchasing Party or Counsel, without the prior consent of the Purchasing Party and General Counsel. If such communications are approved, or if such communications are required to be disclosed by law, Counsel shall provide the Purchasing Party that is responsible for the matter with two copies of each written communication and two copies of summaries of each oral communication. If any communication is required by law, Counsel shall provide the Purchasing Party that is responsible for the matter with written notice as to the time, place, and manner of any disclosure as well as a written summary of any information likely to be disclosed and Counsel's position.

13. Adverse Representation to the Purchasing Parties. Counsel will be retained by a Purchasing Party only for the purposes and to the extent set forth in the Agreement for Consultant Legal Services (see Exhibit A to the Agreement for Consultant Legal Services set forth in Section XII of this RFP). Counsel shall be free to dispose of such portion of his or her entire time, energy and skill as are not required to be devoted to a Purchasing Party in such manner as he or she sees fit and to such persons, firms or corporations as he or she deems advisable, but shall not engage in representation against any of the Purchasing Parties while Counsel is on the list of Legal Services Providers to one of the Purchasing Parties pursuant to this RFP, unless such representation does not present an ethical conflict of interest, and a written waiver is first obtained from the Purchasing Parties. Counsel shall disclose to the Purchasing Parties, in the proposal, all representation which may be considered adverse to the Purchasing Parties. If Counsel is selected to contract with any of the Purchasing Parties pursuant to this RFP, Counsel shall have a continuing duty to disclose such information. For all purposes relating to the legal representation provided under this RFP, the client is ABOR. At all times during the course of this representation, when evaluating potential conflicts of

interest, actual conflicts, or the possible appearance of conflict, the conflict checks should consider ABOR and all three universities it governs.

14. Billing.

All attorney billings shall be submitted as follows:

If ABOR is responsible for the matter, directly to:

General Counsel for the Arizona University System  
Arizona Board of Regents  
2020 N. Central Ave., Suite 230  
Phoenix, AZ 85004

If ASU is responsible for the matter, directly to:

General Counsel  
Office of General Counsel  
Arizona State University  
PO Box 877405  
Tempe, AZ 85287-7405

If NAU is responsible for the matter, directly to:

Legal Counsel  
Northern Arizona University  
PO Box 4116  
Flagstaff, AZ 86011-4116

If UA is responsible for the matter, directly to:

General Counsel  
University of Arizona  
Office of General Counsel  
Administration, Room 103  
Tucson, AZ 85721-0066

and shall include the date the service was rendered, the name of the attorney, a description of the service provided, the time expended, attorney's fees and expenses. There must be a separate invoice for each matter.

## **SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS**

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose.

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal.

## SECTION VII – PROPOSER QUALIFICATIONS

The Purchasing Parties are soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past three (3) years in providing services as listed in this Request for Proposal. Furthermore, all firms or individuals responding to this Request for Proposal must have relevant experience.
2. Client references. The name, position, telephone number and e-mail address of a primary contact for each client below:
  - a. At least your (2) largest client accounts.
  - b. At least your two (2) newest client accounts.
  - c. List two (2) public client accounts, if any, for any services provided during the past (2) years.

**Client references, for final candidates only, may be checked at the sole discretion of the Purchasing Parties.**

## **SECTION VIII – EVALUATION CRITERIA**

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Demonstrated expertise and experience of the firm or individual in providing legal services as outlined in Specifications/Scope of Work.
2. Ability to be responsive to requests for legal service.
3. Relevant qualifications and experience of personnel assigned to project.
4. Evidence of sufficient personnel and resources to provide necessary legal service.
5. Knowledge of the operations of one or more of the Purchasing Parties.
6. Reasonableness and competitiveness of fees/costs for service.
7. Responsiveness to terms and conditions of the ABOR Standard Form of Agreement.
8. Response to the Supplier Sustainability Questionnaire.
9. To the extent applicable, the quality of and Purchasing Parties satisfaction with past representation and legal services provided.
10. Additional Value.

**SECTION IX – PRICING SCHEDULE**

Provide a schedule of service fees. Indicate the hourly rate, if the rate is your A, B, or C rate, and the percentage discount off the specified Applicable Rate:

**1. HOURLY RATES** **Applicable Rate  
A, B, or C** **Discount %  
from Rate**

**Administrative Law**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Affiliated Entities (i.e., outside entities, typically 501(c)(3) organizations, that are legally separate from but affiliated with one or more of the Purchasing Parties)**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Bankruptcy**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Criminal Defense (White Collar) Matters and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Constitutional Law**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Contract and Procurement Issues and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Discrimination Issues and Litigation (State and Federal)**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Eminent Domain**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Employee Pensions and Benefits**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Engineering, Architectural and Construction Contracting Issues and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Environmental Issues and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Federal and State Administrative Agency Matters (including FCC and HIPAA matters)**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Food and Drug Regulations and Law**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**General Civil Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**General Higher Education Law**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Immigration**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Intellectual Property (including preparation and filing of patent, copyright and trademark applications, drafting and review of licensing agreements, and general advice concerning intellectual property matters)**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Intergovernmental Relationship Services**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**International Law and Matters**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Labor Law and/or Personnel Issues and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Medical Education Law**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Planning, Zoning and Land Use Issues and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Public Records and Open Meetings Law and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Real Property Transactions (including leasing)**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Retirement and ERISA Issues and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Taxation Law (State and Federal) and Litigation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Tort Liability and/or Insurance Coverage**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**University Research Law**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**Worker's Compensation**

Senior Partner . . . . .	\$ _____/hr	_____	_____
Junior Partner . . . . .	\$ _____/hr	_____	_____
Senior Associate . . . . .	\$ _____/hr	_____	_____
Junior Associate . . . . .	\$ _____/hr	_____	_____
Paralegal . . . . .	\$ _____/hr	_____	_____
Specialized Paralegal . . . . .	\$ _____/hr	_____	_____

**2. ARBITRATION MATTERS**

This figure represents the single, lump sum amount that Counsel will charge for representing a Purchasing Party in Court-mandated arbitration cases involving less than \$50,000.00: \$ \_\_\_\_\_/Case

**3. CONTINGENCY FEE**

Counsel and a Purchasing Party may negotiate a contingency fee calculated against a settlement or award Counsel obtains for a Purchasing Party. The Purchasing Party is not liable to Counsel for the payment of Counsel's attorney's fees if Counsel is unsuccessful in obtaining an award or settlement for the Purchasing Party. Please list the percentage fee for the following types of cases:

- A. Collections \_\_\_\_\_ % of Recovery
- B. Tort Claims \_\_\_\_\_ % of Recovery

**4. ALTERNATE FEE PROPOSALS**

Counsel is invited to present alternative fee arrangements that they have successfully used.

## SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

### Format of Submittal

To facilitate direct comparisons, your proposal must be submitted in the following format:

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. Submittal shall be in order as listed below and index tabbed to match. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.
- **One (1)** additional electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and **less than 10 MB. One single** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
- Check and play all CD's before submitting. Company marketing materials are not recommended; compress photos or other similar document types into smaller size formats as necessary.

### Content of Submittal

If proposer fails to provide any of the following information, with the exception of the mandatory proposal certifications, the Purchasing Office may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. Mandatory certifications, Supplier Sustainability Questionnaire, and Substitute W-9 as per Section XIII.
2. Provide evidence that you or your firm or its officers have been engaged for at least the past three (3) years in providing services as listed in this Request for Proposal.
3. Provide for each practice area of consulting expertise for which you or your firm is submitting a proposal:
  - a. A brief statement of what you mean by the area of consulting expertise. For example, if you submit a proposal for General Civil Law, you would submit a statement of what you mean by this category of consulting.
  - b. Your firm's expertise to consult in the area that you defined.
  - c. Your firm's experience in consulting in the area as you define it, as well as, if your firm has consulted in this area for University or public sector clients.
  - d. State your firm's ability to be responsive to requests for legal service.
  - e. The relevant qualifications and experience of the people you would assign to consult in the area that you defined.

- f. Evidence of sufficient personnel to provide necessary legal service.
4. Describe your firm's knowledge of the operations of one or more of the Purchasing Parties.
5. Pricing Schedule (see Section IX).
6. Client references. Provide the name, position, telephone number and e-mail address of a primary contact for each client below:
  - a. At least your (2) largest client accounts.
  - b. At least your two (2) newest client accounts.
  - c. List two (2) public client accounts, if any, for any services provided during the past (2) years.
7. State your firm's concerns, if any, with the terms and conditions of the ABOR Standard Form of Agreement in Section XII of this RFP.
8. Your expected participation by Small Businesses and Small Disadvantaged Businesses in any contract resulting from this solicitation (See Section IV, Paragraph 11).
9. Additional Value. Provide a description of special resources, skills or services which your firm possesses, and which are not addressed as part of this RFP, that would be available as part of a resulting agreement. Please demonstrate any advantages that would be realized by one or more of the Purchasing Parties as a result of these resources.



**SECTION XII**

**ARIZONA BOARD OF REGENTS**  
**AGREEMENT FOR LEGAL SERVICES**

**RFP No. 071203**

EFFECTIVE DATE: \_\_\_\_\_

**PARTIES:** The Arizona Board of Regents (“ABOR”) for and on behalf of itself, Arizona State University (“ASU”), Northern Arizona University (“NAU”), and the University of Arizona (UA”), (hereinafter collectively referred to as “the Purchasing Parties” and individually referred to as a “Purchasing Party”), and \_\_\_\_\_ (hereinafter referred to as “ Legal Services Provider” or “the Provider”)

1. The Purchasing Parties desire to retain Legal Services Provider and the Provider desires to provide services to the Purchasing Parties in its capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

2. The Legal Services Provider shall provide those services set forth in Exhibit A attached to this Agreement and in doing so agrees to exercise the Provider’s best efforts in completion of the described services.

3. Unless otherwise agreed to in writing by the Purchasing Parties and the Legal Services Provider, matter assignment for services will be made through the use of an Individual Project Description (IPD)(Exhibit B) during the term of this Agreement and in accordance with the Provider’s Pricing Schedule of fees and expenses set forth in Exhibit C.

4. The term of this Agreement shall commence on March 26, 2012, or the date when executed, whichever is the later, and shall extend to June 30, 2017 in accordance with the terms described in the Request for Proposal, unless sooner terminated by either party.

5. The Agreement may be extended under the same terms and conditions for an additional sixth and/or seventh year after the first five years, if mutually agreed, and if the Purchasing Parties determines in writing that such a contract extension would be advantageous, and if the following conditions are met:

- a. The Legal Services Provider’s performance has been satisfactory.
- b. The cost for services remains acceptable to Purchasing Parties.
- c. The education, including continuing specialized training for persons performing work under the Agreement, is at an acceptable level.
- d. The Legal Services Provider maintains a good reputation in the legal community.

- e. Renewal of the Agreement is deemed to be in the best interest of the Purchasing Parties.

6. The Legal Services Provider's work on a matter assigned during the effective period of the Agreement shall continue in accordance with the terms of the Agreement until it is completed or the assignment is otherwise terminated, regardless of whether the Agreement is renewed or extended or expired.

7. The Purchasing Parties may terminate this Agreement with or without cause upon ten (10) days written notice to the Legal Services Provider. If this Agreement is terminated, the Purchasing Parties shall have no further obligations other than payment for services already rendered and for expenses previously incurred.

8. Each Purchasing Party that is responsible for a matter referred to the Legal Services Provider agrees to pay the Provider as consideration for performance of the consulting services the sums as set forth in Exhibit C.

9. Each Purchasing Party that is responsible for a matter referred to the Legal Services Provider agrees to reimburse the Provider for reasonable and necessary expenses incurred by the Provider as set forth in Exhibit C.

10. For all purposes under the terms of this Agreement, the Legal Services Provider shall be an independent contractor, and not an officer or employee of the Purchasing Parties. The Purchasing Parties shall provide no employee benefits, including but not limited to Worker's Compensation coverage regularly afforded to staff, faculty, administrative or professional employees. In performance of services hereunder, the Provider shall determine his/her necessary hours of work. The Provider shall provide whatever tools, equipment, vehicles and supplies the Provider may determine to be necessary in performance of services hereunder. The Provider may establish offices in such locations within or outside Arizona as the Provider may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to the Provider .

11. The conduct and control of work under this Agreement lies solely with the Legal Services Provider, and the Purchasing Parties are interested only in final results to be achieved. The Purchasing Parties shall be permitted to retain other legal services providers performing the same or similar tasks, and the Provider shall be permitted to provide services to other parties, consistent with the Provider's obligation to complete the services undertaken pursuant to the terms of this Agreement.

12. The Legal Services Provider shall provide such interim written reports concerning the performance of services and research under this Agreement as the Purchasing Party may request in writing, and upon expiration or other termination of the Agreement shall at the request of the Purchasing Party provide a written report to the Purchasing Party setting forth the results of the work performed hereunder.

13. All reports, drawings and other work products produced by the Legal Services Provider as a part of the services rendered under this Agreement shall be provided to and be the sole property of the Purchasing Party. The Provider shall not release such work product or

other information obtained or produced pursuant to this Agreement without the prior written consent of the Purchasing Party.

14. The Legal Services Provider agrees to comply with all applicable laws, rules regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration, affirmative action and the Americans with Disabilities Act.

15. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. Statute 38-511, *Cancellation of political subdivision and state contracts; definition.*

16. The parties agree to submit all disputes arising hereunder to the claims resolution procedures of the Arizona Board of Regents Procurement Policies Section 3-809.C, *Contract Claims and Controversies.*

17. The Legal Services Provider and subcontractors shall procure and maintain until all of the Provider's obligations have been discharged, including any warranty periods under this Agreement 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 Provider, the Provider's agents, representatives, employees or subcontractors.

18. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. The Purchasing Parties and/or the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Legal Services Provider from liabilities that might arise out of the performance of the work under this Agreement by the Provider, the Provider's agents, representatives, employees, or subcontractors, and the Provider is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** The Legal Services Provider shall provide coverage with limits of liability not less than those stated below:

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, and its officers, officials, agents, and employees, shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Legal Services Provider.”**

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of the Provider.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, and its officers, officials, agents, and employees, shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Legal Services Provider, involving vehicles owned, leased, hired, or borrowed by the Legal Service Provider.”**

3. **Worker’s Compensation and Employers’ Liability**

- Workers Compensation Statutory
- Employers Liability
  - Each Accident \$500,000
  - Disease – Each Employee \$500,000
  - Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of the Provider.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, et seq., AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, the Legal Services Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery

period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- b. Policy shall contain a waiver of subrogation against the State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of the Provider.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. The State of Arizona, the ABOR and its universities, departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Legal Services Provider, even if those limits of liability are in excess of those required by this Agreement.

The Legal Services Provider's insurance coverage shall be primary insurance with respect to all other available sources.

- 2. Coverage provided by the Legal Services Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Purchasing Parties. Such notice shall be sent directly to Director of Purchasing and Business Services, Insurance, Arizona State University, PO Box 875212, Tempe, Arizona, 85287-5212 and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII (A minus seven). The State of Arizona and/or the Purchasing Parties in no way warrant that the above required minimum insurer rating is sufficient to protect the Legal Services Provider from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** The Legal Services Provider shall furnish the Purchasing Parties with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Purchasing Parties before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Director of Purchasing and Business Services, Insurance, Arizona State University, PO Box 875212, Tempe, Arizona, 85287-5212. The Purchasing Parties project or purchase order number and project description shall be noted on the certificate of insurance. The State of Arizona and/or the Purchasing Parties reserve the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. SUBCONTRACTORS:** The Legal Services Provider's certificate(s) shall include all subcontractors as insureds under its policies or the Provider shall furnish to the Purchasing Parties separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL.** The insurance requirements in this Agreement are the standard insurance requirements of the Purchasing Parties as an entity within the State of Arizona. Any modification or variation from the insurance requirements in this Agreement will require the approval of the State of Arizona, Department of Administration, Risk Management Section, whose decision shall be final. The Purchasing Parties will not forward any request for modification or variation without a complete and significant justification.

19. The Legal Services Provider shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Provider or any of the Provider's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider 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 Provider from and against any and all claims. It is agreed that the Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Provider agrees to waive all rights of subrogation against the Purchasing Parties and/or the State of Arizona, its officers, officials, agents and employees for losses

arising from the work performed by the Provider for the Purchasing Parties and/or the State of Arizona.

20. This Agreement may be cancelled without any further obligation on the part of the Purchasing Parties in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Legal Services Provider shall be notified in writing of any such non-appropriation at the earliest opportunity.

21. 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 the Purchasing Parties for five (5) years after completion of this Agreement. Such records shall be produced at a place designated by the Purchasing Parties, upon reasonable notice to the Legal Services Provider.

22. The Legal Services Provider shall submit monthly billings in connection with the services performed under this Agreement to the Purchasing Party that is responsible for the matter. These billings shall be sent directly to:

For matters for which ABOR is responsible:

General Counsel for the Arizona University System  
Arizona Board of Regents  
2020 N. Central Ave., Suite 230  
Phoenix, AZ 85004

For matters for which ASU is responsible:

General Counsel  
Office of General Counsel  
Arizona State University  
PO Box 877405  
Tempe, AZ 85287-7405

or matters for which NAU is responsible:

Legal Counsel  
Northern Arizona University  
PO Box 4116  
Flagstaff, AZ 86011-4116

or matters for which UA is responsible:

General Counsel  
University of Arizona  
Office of General Counsel  
Administration, Room 103  
Tucson, AZ 85721-0066

Billings for legal services shall include the date the service was rendered, the name of the attorney, a description of the service provided, the time expended, attorneys' fees and expenses. **Each matter shall be billed on a separate invoice.**

23. Notice is provided of Sections 12-1518, *State and political subdivisions; use of arbitration*, and 12-133, *Arbitration of claims; agreement of reference; arbitration award; powers of arbitrators; compensation of arbitrators; appeals; deposits; costs*, Arizona Revised Statutes.

24. The Purchasing Parties and the Legal Services Provider recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the Purchasing Parties. Therefore, the Provider hereby assigns to the Purchasing Parties any and all claims for such overcharges.

25. Failure by the Legal Services Provider to perform as specifically provided herein shall be an event of default permitting the Purchasing Parties to pursue all remedies affordable by law or in equity, including termination of this Agreement.

26. The Legal Services Provider shall not assign this Agreement without the prior written consent of the Purchasing Parties.

27. The Legal Services Provider shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. The Provider will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to the Purchasing Party all improper use or disclosure of PHI of which it becomes aware. The Provider agrees to ensure that its agents and subcontractors agree to and abide by these requirements. The Provider agrees to indemnify the State of Arizona and the Purchasing Parties and their regents, and the employees and agents of each of them against all harm or damage caused or contributed to by the Provider's breach of its obligations under this paragraph.

28. The privacy of student record information is protected under the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. section 1232g. If at any time during the course of activities under this Agreement, the Legal Services Provider is provided access to individual student information, or to a system that contains individual student information, the Provider agrees to maintain that information in absolute confidence and in compliance with FERPA, and agrees not to use or disclose that information or create or maintain copies of that information for any purpose not directly related to and expressly authorized under this Agreement. The Provider has been advised and agrees that any violation of this provision may result in the Purchasing Parties seeking immediate legal and equitable relief, to include all costs and attorneys fees.

29. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the Specifications/Scope of Work that directly serve the Purchasing Parties and may involve access to secure or sensitive data or personal client data or development or modification of software for the Purchasing Parties shall be performed within the borders of the

United States. Unless specifically stated otherwise in the Specifications/Scope of Work, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

30. This Agreement incorporates RFP no. 070701 ("the RFP") and the proposal submitted by the Legal Services Provider in response thereto as if those documents were fully set forth herein. This Agreement, the RFP and the Provider's response thereto constitute the entire agreement and understanding of the parties with respect to its subject matter. No other agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter.

The individual signing below on behalf of the Legal Services Provider hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Provider and that this Agreement is binding upon the Provider in accordance with its terms.

**WHEREFORE**, the parties have executed this Agreement effective the date set forth above.

**ARIZONA BOARD OF REGENTS**

for and on behalf of itself,  
Arizona State University,  
Northern Arizona University, and  
the University of Arizona

**LEGAL SERVICES PROVIDER**

By \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
General Counsel for the Arizona University System  
Arizona Board of Regents

Date \_\_\_\_\_

**EXHIBIT A  
TO  
AGREEMENT FOR LEGAL SERVICES**

**RFP No. 071203**

The Legal Services Provider has been selected to provide legal services for the following practice areas:

- 
- 
- 
-

**EXHIBIT B  
TO  
AGREEMENT FOR LEGAL SERVICES  
INDIVIDUAL PROJECT DESCRIPTION**

**RFP No. 071203**

\_\_\_\_\_ (hereinafter referred to as "Legal Services Provider" or "the Provider") agrees to perform the services as set forth below pursuant to the Agreement for Legal Services with Effective Date: \_\_\_\_\_, entered between the Legal Services Provider and the Arizona Board of Regents acting for itself and on behalf of Arizona State University, Northern Arizona University and the University of Arizona.

**SCOPE OF WORK:**

Services will be provided as set forth in the Pricing Schedule included in the Legal Services Provider's Proposal submitted in response to RFP No. \_\_\_\_\_ and attached as Exhibit C to this Agreement for Legal Services. Total fees and expenses for this project are not to exceed \$\_\_\_\_\_ without written approval of the Purchasing Party. This Individual Project Description (IPD) is effective as of \_\_\_\_\_.

Designated Contract Attorney within the University's Office of General Counsel:\_\_\_\_\_.

Purchasing Party

Legal Services Provider

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT C  
TO  
AGREEMENT FOR LEGAL SERVICES**

**THE LEGAL SERVICES PROVIDER'S PRICING SCHEDULE**

**RFP No. 071203**

Part of same agreement to be executed with successful proposer. The content of this Exhibit C should be identical in substance to the Pricing Schedule submitted by the Legal Services Provider in response to the Request for Proposal. (See Pricing Schedule set forth in the RFP)

**SECTION XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9**

**CONFLICT OF INTEREST CERTIFICATION**

\_\_\_\_\_  
(Date)

Purchasing and Business Services  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212

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

- ( ) There is no officer or employee of Arizona State University 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 Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007. Previous editions are obsolete and cannot be used.)

## FEDERAL DEBARRED LIST CERTIFICATION

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

\_\_\_\_\_  
(Date)

Purchasing and Business Services  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212

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 <http://epls.arnet.gov> on the Web.)

(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 (check one) **has** (  ) or **has not** (  ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at 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. However, 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 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.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

## ANTI-LOBBYING CERTIFICATION

### **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)**

\_\_\_\_\_  
(Date)

Purchasing and Business Services  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(Signature page follows)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

**SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION**

\_\_\_\_\_  
(Date)

Purchasing and Business Services  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212

The undersigned certifies that pursuant to Arizona Revised Statutes § 35-391 and 35-393, the below entity does not have a scrutinized business operation in either Sudan or Iran.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Email address)

\_\_\_\_\_

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Purchasing 02-18-2009)

## LEGAL WORKER CERTIFICATION

\_\_\_\_\_  
(Date)

Purchasing and Business Services  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, 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 below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

## SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal unless you have previously submitted a completed form and have no change. This questionnaire is applicable to firms that provide only services as well as those that provide goods.

1. What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- We apply environmental criteria when making purchasing decisions.
- We purchase "green" (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
- We specify sustainable products and or locally manufactured products
- We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards
- We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment
- Our Director of Sustainability is researching industry best procurement practices

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues

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2. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- We encourage carpooling, public transportation, and using other alternative modes of transportation
- We subsidize public transportation for employees
- We are developing a Green Transportation Plan
- We have an established Green Transportation Plan (Describe below)
- We offer flexible hours, telecommuting or a compressed work week
- We utilize teleconference, video conference, WebEx or GoTo Meetings
- We purchase carbon offsets
- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles

Other – describe your company's Green Transportation Plan for your operation

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3. What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- We are evaluating what the company can do to minimize the environmental costs associated with shipping
- We combine deliveries with customer visits
- We consolidate deliveries
- We use bike couriers for local delivery
- We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- We use eco-friendly courier's packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- Our packaging and shipping materials are reused until they eventually get recycled

- We have established a sustainability plan that minimizes the need for shipping (Describe below)
- We update mailing lists to minimize unwanted mailings
- We specify products that can be purchased within a 500 mile radius of the delivery location

Other – describe what your company does to minimize the environmental costs associated with shipping

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4. Does your company have an environmental policy statement? Please check the items that apply.

- We are developing an environmental policy statement
- Our environmental policy statement consists of a commitment to promote environmental stewardship
- Our environmental policy statement describes our company’s Sustainability Initiative
- We have formed an oversight committee to ensure the success of our environmental policy
- Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

Other - Provide (or supply a link) your company’s environmental policy statement

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5. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue

State the reason, date and outcome of the citation

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6. What programs do you have in place, or planned for promoting resource efficiency? (i.e., an environmental or waste audit)? Please check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We are developing a recycling program
- We utilize a formal energy management system
- We are a member of various environmental organizations
- We have formed a Sustainability Committee to identify sustainable solutions for our company
- We have a company-wide Recycling Program
- Our Director of Sustainability initiates and supports sustainability efforts
- We have performed an environmental or waste audit
- We are recognized by peers and environmental organizations for providing leadership in sustainability
- We are a carbon-neutral company

Other - what other programs do you have in place, or planned for promoting resource efficiency

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7. Does your company have web-based materials available documenting your “Green” initiatives? Please check the items that apply.

- We are developing web-based documentation of “Green” initiatives (Provide link)
- Our website includes “Green” reference information (Provide link)
- Our website contains an environmental policy statement (Provide link)
- Our website includes materials that document company’s “Green” initiatives (Provide link)
- Our website contains our company’s Sustainability Report (Provide link)

Other – Does your company have other web-based materials available documenting your “Green” initiatives? (Provide link)

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8. If selected pursuant to this solicitation, what are your plans for continuing your operations and services to ASU if there is a major and/or catastrophic pandemic influenza outbreak?

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**Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>**

<b>► Taxpayer Identification Number (TIN)</b>		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Social Security Number (SSN)
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<b>► LEGAL NAME:</b> (must match TIN above)	
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Are you doing business in Arizona for purposes of sales/use tax collection and remittance?  Yes  No

If "Yes" please provide Arizona License # \_\_\_\_\_ and sales/use tax rate charged \_\_\_\_\_ % DUNS# \_\_\_\_\_

<b>► LEGAL MAILING ADDRESS:</b>	(Where tax information and general correspondence is to be sent)				
DBA/Branch/Location:					
ADDRESS:					
ADDRESS LINE 2:					
CITY:		ST:		ZIP:	

<b>► REMIT TO ADDRESS:</b>	<input type="checkbox"/> Same as Legal Mailing Address				
DBA/Branch/Location:					
ADDRESS:					
ADDRESS LINE 2:					
CITY:		ST:		ZIP:	

<b>► ENTITY TYPE</b>				
<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	<input type="checkbox"/> Corporation (NOT providing health care, medical or legal services)	<input type="checkbox"/> Corporation (providing health care, medical or legal services)	<input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC
<input type="checkbox"/> The US or any of its political subdivisions or instrumentalities	<input type="checkbox"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities	<input type="checkbox"/> Tax-exempt organizations under IRC §501	<input type="checkbox"/> An international organization or any of its agencies or instrumentalities	<input type="checkbox"/> State of Arizona Employee

**► CERTIFICATION**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,
- I am a U.S. person (including a resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding**

Signature of U.S. Individual	Date:
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**NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.**

<b>RETURN TO ASU</b>	<b>ARIZONA STATE UNIVERSITY</b> SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 2 of 2	<b>DO NOT SEND TO IRS</b>
▶ <b>Legal Name:</b>		<b>TIN:</b>
<b>SECTION 1 - FEDERAL INFORMATION - REQUIRED</b>		
<b>What is the Federal classification type of your business?</b> - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) <a href="http://www.sba.gov/size">http://www.sba.gov/size</a>		
<b>LARGE Business?</b> YES <input type="checkbox"/> NO <input type="checkbox"/> <b>SMALL Business?</b> YES <input type="checkbox"/> NO <input type="checkbox"/>		
<b>Please check all that apply to your business for Federal Supplier Type:</b>		
Service Disabled Veteran Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women Owned (WO) <input type="checkbox"/>
Veteran Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>
<b>SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED</b>		
<b>Are you self-certified according to this State of Arizona definition?</b> <i>"100 full-time employees or less OR \$4 million in volume or less in the last fiscal year"</i>		YES <input type="checkbox"/> NO <input type="checkbox"/>
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment, or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.		
Print Name:		
Signature:		
<b>PHONE:</b>	<b>FAX:</b>	
<b>VENDOR – LIST PRODUCT or SERVICE PROVIDED</b>		
<b>IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER</b>	Buyer:	Phone:
		Fax:

**NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.**