Procurement and Contracting Services

Request for Proposals for Legal Services for the Arizona Board of Regents and Arizona Public Universities

Please mark all proposal submission envelopes with the following information

Sealed RFP # L061817
Due on April 3rd, 2018 no later than 2:00 PM, MST
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PROCUREMENT AND CONTRACTING SERVICES
REQUEST FOR PROPOSALS, RFP # L061817

1.0 STATEMENT OF WORK

1.1 Summary. The Arizona Board of Regents (ABOR), for and on behalf of itself and Arizona’s three public universities, Arizona State University (ASU), Northern Arizona University (NAU), and the University of Arizona (UA) (singly or collectively, the “Universities”), along with their respective Offices of General Counsel, intend to enter into one or more contracts with legal services providers for legal services in one or more of the subject areas listed in Part A of Section 5 of this RFP. A firm or individual may submit a proposal for all or any one or more of the subject areas that are listed, and need not respond to all of the subject areas in order for the response to be considered. The successful proposer(s) must enter into the ABOR Agreement for Legal Services attached as Exhibit A to this RFP.

Neither ABOR nor any of the universities can commit to any definite expenditure or volume of work during the contract period.

An award under this RFP is not intended to and will not terminate, replace or otherwise change any existing contracts with outside counsel. Pre-existing contracts will remain in full force until they expire or are terminated in accordance with their terms.

The Arizona Board of Regents is a constitutionally created, statutory body corporate of the State of Arizona, which governs ASU, NAU, and the UA. Through this RFP, the Universities intend to establish one or more contracts for the services more fully described in Section 5 of this RFP. The awards shall be made to the responsible proposers whose proposals are determined to be the most advantageous to the Universities based on the evaluation factors set forth in this RFP. Price, although a consideration, is not the primary determining factor.

1.2 Coverage and Participation. The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for the use of the Universities. Upon the approval and acceptance of a proposal and execution of a written contract, the firm shall be included on a list that will be available to the Universities. During the course of the Agreement resulting from this solicitation, the Universities, at their sole discretion, may add additional firms, provided that they meet the stated requirements of the Request for Proposal. Arizona’s community college districts and any
other Arizona educational institution or governmental entity may access any agreement resulting from this RFP.

2.0 DEFINITIONS

2.1 Agreement / Contract. All types of agreements entered into by ABOR, regardless of what they may be called, for the procurement of materials, services, or construction, or the disposal of materials. Meaning is interchangeable.

2.2 Legal Services Provider. An individual or firm with individuals who are duly licensed to provide legal services in one or more of the subject areas described in Part A of Section 5 of this RFP. For purposes of this RFP, Legal Services Provider is interchangeable with and the same as Provider, Supplier, and Vendor.

2.3 May, Should. Indicates something that is not mandatory but permissible, recommended or desirable.

2.4 MST. Mountain Standard Time. We do not observe Daylight Savings Time.

2.5 Must, Shall, Will. Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of your proposal as non-responsive.

2.6 Proposal. The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP. For purposes of this RFP, the term Proposal is interchangeable with and the same as Response.

2.7 Proprietary Information. Information held by the owner that if released to the public or anyone outside the owner’s organization, would be detrimental to its interests. Pricing and/or revenues cannot be considered proprietary or confidential.

2.8 Request for Proposals (RFP). A competitive process under which and negotiations are allowed, it is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but is not the primary factor in evaluation.

2.9 Responsible Vendor. A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the services to be provided; and who is in compliance with any and all applicable licensing requirements, including those of the State of Arizona.

2.10 Responsive Vendor. A person who submits a Proposal which conforms in all material respects to the RFP.

2.11 Successful Vendor. Any Vendor selected by the Universities to receive a notice of Award as a result of this RFP and to enter into a contract to provide the Universities with the services
sought by this RFP. For purposes of this RFP, Successful Vendor shall include the term “Contractor”.

2.12 **Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing that take precedence over all prior terms and conditions documents governing the transaction.

2.13 **University/Universities.** ABOR, ASU, NAU, or UA, individually or collectively.

2.14 **Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract and, performing the work, and/or delivering the goods specified herein.

2.15 **Purchasing Party.** ABOR, for and on behalf of itself, ASU, NAU, or UA, individually or collectively.

2.16 **University Procurement Code.** This RFP is issued in accordance with the University Procurement Code, ABOR Policy 3-801, et seq. To the extent any capitalized term is not defined in this RFP, it shall have the meaning set forth in the Code.

3.0 **GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

3.1 **Original RFP Document.** The University of Arizona Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Vendor’s submission, is grounds for immediate disqualification.

3.2 **Schedule of Events.** The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University's needs.

   02-21-18   Issuance of RFP
   03-13-18   Technical Questions/Inquiries due no later than 12:00 PM/MST
   04-03-18   Proposals are due April 3rd, 2018 no later than 2:00 PM, MST

3.3 **Pre-Proposal Conference: Not Applicable**

3.4 **Pre-Proposal Site Visit: Not Applicable.**

3.5 **Accommodations for People with Disabilities.** If the Vendor or any of the Vendor's employees participating in this RFP need, or have questions about accommodations for people with disabilities, please make arrangements with Tom Fiebiger (“Buyer”) at telephone number 520-621-5933, or facsimile number 520-621-5179, or email address fiebiger@email.arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.6 **PROPOSAL PREPARATION INSTRUCTIONS**
3.6.1 **Vendor's Understanding of the RFP.** In responding to this RFP, the Vendor accepts the responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Tom Fiebiger (“Buyer”) at telephone number 520-621-5933, or facsimile number 520-621-5179, or email address fiebiger@email.arizona.edu as necessary to gain such understanding. The Universities reserve the right to disqualify any Vendor who demonstrates less than such understanding. Further, the Universities reserve the right to determine, at their sole discretion, whether the Vendor has demonstrated such understanding. Related to this, the Universities’ right extends to cancellation of Award if Award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the Universities.

3.6.2 **Universities Provide Information in Good Faith without Liability.** All information provided by the Universities in this RFP is offered in good faith. Individual items are subject to change at any time. The Universities make no certification that any item is without error. The Universities are not responsible or liable for any use of the information, or for any claims attempted to be asserted therefrom.

3.6.3 **Verbal versus Written Communication.** Verbal communication shall not be effective unless formally confirmed in writing by the specified procurement official in charge of managing this RFP’s process. In no case shall verbal communication override written communication.

3.6.4 **Questions, Communications and Inquiries between the Universities and Vendors.** All Vendor inquiries, questions and requests for clarification related to this RFP are to be directed, in writing (email and facsimile are also acceptable), ONLY to the Buyer identified in Section 3.6.1. Once this RFP has been sent out, Vendors are not to contact any University, other than the Buyer, concerning this RFP, or risk disqualification (see Section 3.6.1 above). For purposes of Section 3.6 through 3.8, all communications to or on behalf of the Universities shall be carried out solely by the Buyer.

Applicable terms and conditions herein shall govern communications and inquiries between the Universities and Vendors, as they relate to this RFP.

3.6.5 **Informal communications** shall include, but are not limited to, requests from/to Vendors or Vendors' representatives of any kind or capacity, to/from any employee or representative of any kind or capacity of any of the Universities, with the exception of the Buyer, for information, comments, speculation, etc. Informal communications shall cease on the date of distribution of this RFP and formal communications shall commence. On the date that Buyer notifies responding Vendors of this RFP’s results, informal communications may resume and formal communications may cease.

3.6.6 **Formal communications** include but are not limited to the following.

- Questions concerning this RFP, which must be submitted in writing to the Buyer, and be received no later than March 13th, 2018 at 12:00 PM MST
- Communications regarding possible errors and omissions in this RFP and enhancements. Vendors shall bring to the Buyer’s attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the Universities, through the Buyer, any enhancements in respect to this RFP that might be in the Universities’ best interests. These
must be submitted in writing, and be received no later than March 13th, 2018 at 12:00 PM MST

- Inquiries about technical interpretations must be submitted in writing, and be received no later than March 13th, 2018 at 12:00 PM MST
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

3.6.7 Addenda and Responses to Communications from Vendor. The Buyer will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) business days of March 13th, 2018.

All addenda will be posted only to the following online site:

http://pacs.arizona.edu/RFP-BID_Opportunities

- Vendors who want the addenda supplied to them in another form must notify Tom Fiebiger of that requirement. Otherwise, it will be the vendor’s responsibility to check the web site for any additional information and addenda concerning this RFP.

The Buyer will not respond to any questions / requests for clarification that require addenda, if received by the Buyer after March 13th, 2018 at 12:00 PM MST.

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The Universities are under no obligation to communicate such addenda to Vendors who notify the Universities that they will not be responding to this RFP. The Universities may determine whether an addendum will be considered as part of this RFP and/or as part of any resultant contract.

3.6.8 Pricing and/or Revenue Proposal. Vendors shall indicate pricing in the appropriate locations provided in this RFP. The Universities may presume and hold as the Vendor's final offer all pricing whether stated hourly, flat fee, discount rate, etc. Vendor’s pricing proposals may not be modified after the RFP Due date and time unless the Universities, at their sole discretion, decide that future negotiations will only enhance the Vendor’s offer to Universities. Should Universities decide that such negotiations would not be in Universities' best interests, pricing offered by Vendor at Due date and time may be considered by Universities as the Vendor’s best and final offer. Unless otherwise specifically proposed by the Vendor, the Universities reserve the right to hold such pricing proposal as effective for the entire intended contract term. The Universities may prescribe the manner and method by which pricing shall be communicated in the Vendor’s proposal. The Universities may reject any proposal in which the pricing does not conform to such prescribed manner and method. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, Vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP.
3.6.9 **Revisions to the RFP.** The Universities may revise any part of this RFP for any reason by issuing addenda. The Buyer will communicate additional information and addenda to this RFP by posting them on the UA’s Procurement and Contracting web site, located here: http://pacs.arizona.edu/RFP-BID_Opportunities

➤ Vendors that want the revisions supplied to them in another way must notify in writing the Buyer listed in this document of that request. Otherwise, it will be the Vendor’s responsibility to check the web site for any additional information and addenda concerning this RFP.

3.6.10 **Attention to Terms and Conditions.** Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into an Arizona Board of Regents Agreement for Legal Services in the form attached hereto as Exhibit A. Proposals that are contingent upon any changes to the terms and conditions set forth in the Agreement for Legal Services may be deemed to be non-responsive and may be rejected.

3.6.11 **Required Signatures.** The Universities may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

3.6.12 **Proposal Organization.** Vendors shall present Proposals in a format where the information can be readily incorporated into a contract. Vendors may present narrative Proposals provided that such Proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in **Section 5.0.** Vendors should ensure that their Proposals include page numbers and are organized in a manner that will facilitate the University’s evaluation of them. The Universities reserve the right to reject without prior notice and without liability of any kind or amount any Proposal that it deems overly complex, disorganized, or difficult to evaluate. The Universities reserve the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their Proposals contain the components set forth in the following list.

➤ Original required sections from this RFP
➤ Any additional responses in corresponding sequence order
➤ Any additional supporting data

3.6.13 **Collusion Prohibited.** In connection with this RFP, Vendor collusion with other Vendors or employees thereof, or with any employee of the Universities, is prohibited and may result in Vendor disqualification and/or cancellation of award. Any attempt by the Vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in Vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the Universities.

3.6.14 **Improper Business Relationships / Conflict of Interest Prohibited.** In connection with this RFP, each Vendor shall ensure that no improper, unethical, or illegal
relationships or conflict of interest exists between or among the Vendor, any of the Universities, and any other party to this RFP. The Universities reserve the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether Vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the Universities.

3.6.15 Anti-Kickback. In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

3.7 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION

Vendors, please be advised that it is your sole responsibility to ensure that your proposal is received as described in this section. The University shall not be responsible for any delays that may occur in its timely receipt of any proposals.

Proposals must be received, sealed, at one the following addresses, no later than April 3rd, 2018 at 2:00 PM MST.

For U.S. Mail – Only (please note that due to receipt and processing, delivery of all U.S. Mail, including Express Mail, may be delayed by a day or more):

The University of Arizona
Procurement and Contracting Services
P.O. Box 210300
Tucson, Arizona 85721
Attn: Tom Fiebiger C.P.M.

Northern Arizona University
Contracting and Purchasing Services
Box 4124
Flagstaff, AZ 86011-4124
Attn: Maureen Lintel

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

For other methods of delivery (e.g. FedEx, UPS, etc.):

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Tom Fiebiger C.P.M.

Northern Arizona University, Building 98B
The Universities will not accept Proposals received by facsimile or email. The Universities shall, at the specified due date and time, accept all proposals that are otherwise in order and have been delivered to or received at one of the above addresses. Each of ABOR and the Universities will allow interested parties to be present for purposes of identifying which Vendors have responded. The Universities will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal notice of Award resulting from this RFP.

If the Universities determine that, due to an insufficient number of proposals received, it would be in the Universities’ best interest, the Universities may extend the due date in their sole discretion to encourage additional responses.

3.7.1 Proposal Costs. The Universities are not responsible in any manner or to any extent for any cost or expense, direct or indirect, incurred by any Vendor in responding to this RFP.

3.7.2 Number of Proposal Copies to be Furnished: Vendors are to submit one (1) original, marked “original”, in hardcopy form, along with one (1) copy in electronic form, on a flash drive, or other removable storage device, in either Microsoft Word or as an Adobe PDF file.

3.7.3 Binding and Marking. Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) Proposal, Vendors shall ensure that each are clearly marked; for example, as "Original of Proposal One," "Copy One of Proposal One," "Original of Proposal Two," "Copy One of Proposal Two;" and so on.

3.7.4 Marking of Envelopes. Vendors shall ensure that the submittal envelope(s) clearly and conspicuously displays the following identifying information, in addition to any other information otherwise required for transmittal, and are sealed:

Sealed RFP # L061817
Due date and time: April 3rd, 2018 at 2:00 PM.MST
Attn: Tom Fiebiger C.P.M. (U of A delivery)
Attn: Rob Stuart (ASU delivery)
Attn: Maureen Patricia Lintel (NAU delivery)
3.7.5 **Withdrawal of RFP.** Vendors may withdraw their Proposals any time prior to the RFP due date and time. Vendors may request to withdraw their Proposals after the RFP due date and any time prior to selection and notice of award. The Universities have sole authority to grant or deny such a request. In the event the Universities grant such a request, they may withhold issuing future RFP’s to such Vendors.

3.7.6 **Universities’ Right to Use Vendor’s Ideas / Proprietary Information.** If the vendor needs to submit Proprietary Information with the Proposal, the Vendor shall ensure that it is enclosed in a separate envelope from the Proposal, that it is clearly designated and conspicuously labeled as such, and that it includes the reasons why the information is considered to be proprietary. The Universities will make a determination as to the confidentiality of the information pursuant to Section 3-801(D) of the Code.

Trade secrets or other Proprietary Information contained in the Proposal and determined by the Universities to be confidential pursuant to Section 3-801(D) of the Code will be maintained as confidential, subject to limitations in Arizona or Federal law. **Pricing information cannot be considered Proprietary Information or confidential.** The Universities shall not be liable in any manner or in any amount for disclosing Proprietary Information if it is not clearly designated and conspicuously labeled as such. The Universities shall likewise not be liable if they did not know or could not have reasonably known that such information was Proprietary Information. **At no time will the entire proposal be considered Proprietary Information and be kept confidential.**

3.8 **EVALUATION PROCESS AND AWARD**

3.8.1 **Contractual Intent / Right to Terminate and Recommence RFP Process.** The Universities intend to contract with multiple Vendors whose Proposal(s) are considered to be in the best interests of the Universities. However, the Universities may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the Universities reserve the right to commence one or more subsequent RFP processes seeking the same or similar services covered in this RFP.

3.8.2 **Effective Period of Proposals.** The Universities shall hold Vendors' Responses to this RFP for a period of ninety (90) days following the due date in order to allow time for evaluation, approval, and award of the contract. All terms of a Response shall remain effective during this time. Any Vendor who does not agree to this condition shall specifically communicate in its Proposal such disagreement to the Universities, along with any proposed alternatives. The Universities may accept or reject such proposed alternatives without further notification or explanation.

3.8.3 **Proposal Acceptance/Rejection.** The Universities reserve the right to reject any or all Proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the Universities. The Universities shall not accept any Proposal that the Universities deem not to be in their best interests.

3.8.4 **Errors and Omissions in Vendors Proposals.** The Universities may accept or reject any Vendor’s Proposal, in part or in its entirety, if such Proposal contains errors, omissions, or other problematic information. The Universities may decide upon the materiality of such errors, omissions, or other problematic information.
3.8.5 **Determination of and Information Concerning Vendor's Qualifications.** The Universities reserve the right to determine whether a Vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The Universities may request from Vendors additional information they deem necessary to evaluate such Vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The Universities may reject any Vendor's Proposal for which such information has been requested but which the Vendor has not provided in a timely manner. Such information may include, but is not limited to, the following:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and/or other personnel pertinent to the requirements of the RFP
- Client references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

3.8.6 **Apparently Conflicting Information Obtained by Vendor.** The Universities are under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision in this RFP, regardless of whether such information is obtained from any office, agent, or employee of any of the Universities. Such information shall not affect the Vendor's risks or obligations under a contract resulting from this RFP.

3.8.7 **Rejection of Vendor Counter-offers, Stipulations and Other Exceptions.** Any Vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the Universities and thereafter incorporated into any contract resulting from this RFP.

3.8.8 **Method of Award.** Each Response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals that the Universities deem overly complex, disorganized, or difficult to evaluate may be rejected in accordance with Section 3.8.3 of this RFP. Awards shall be made to the Responsive and Responsible Vendors whose proposals are determined to be the most advantageous to the Universities, taking into consideration the evaluation criteria in this RFP. Pricing is a criterion. However, the Universities are under no obligation whatsoever to make a selection based on the lowest pricing.

**Evaluation Criteria**

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 issues affecting public universities and the Purchasing Parties.

6. Reasonableness and competitiveness of fees/costs for service.

7. Responsiveness to terms and conditions set forth in the ABOR Agreement for Legal Services.

8. To the extent applicable, the quality of and Purchasing Parties’ satisfaction with past representation and legal services provided.


The contract will be the Agreement for Legal Services executed by the Parties, and any Individual Project Descriptions subsequently executed by the Vendor and any of the Universities.

3.8.9 Selection, Negotiation, Additional Information. Although the Universities reserve the right to negotiate with any Vendor or Vendors to arrive at a final decision and/or to request additional information or clarification on any matter included in the Proposal, they also reserve the right to select the most Responsive and Responsible Vendors without further discussion, negotiation, or prior notice. The University may presume that any Proposal is a best-and-final offer.

3.8.10 Pre-Award Negotiations. The Universities reserve the right to negotiate prior to award with any Responsive Vendors for purposes of addressing various matters including, but not limited to, the following:

- Resolving minor differences and scrivener’s errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from Vendors
- Obtaining the lowest and best rates for legal services

3.8.11 Notification of Non-Selection. The Universities reserve the right not to notify Vendors whose RFP responses are not selected for further consideration or notice of award. If the Universities decide to notify such Vendors in writing, it will send the notifications to the address indicated in each such Vendor's proposal. Once the Award has been finalized, a notice of Award may be posted on the University of Arizona, Procurement and Contracting Services’ website.

3.8.12 Vendor's Need to Use Proprietary Rights of the University. Any Proprietary Information that is disclosed by any of the Universities to any Vendor shall be held in confidence by the Vendor and shall be used only for purposes of the Vendor's performance under any contract resulting from this RFP.

3.8.13 Public Record. After the Award resulting from this RFP, Vendors’ proposals become public record and are available for review during the University's regular office hours. The University will treat Vendor Proprietary Information that is identified by Vendor
pursuant to Section 3.7.6 of this RFP, and determined to be confidential pursuant to Section 801(D) of the Code, as confidential.

3.8.14 Certification. By signing the “Proposal Certification” form included herein, the Vendor certifies that the submission of the Proposal did not involve collusion or other anti-competitive practices and that the Vendor has not given, offered to give, nor intends to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Vendor further certifies whether any employee of the Universities has, or has a relative who has, a substantial interest (as defined by ARS 38-502) in any Agreement that may result from this RFP. Vendor also certifies their status with regard to debarment or suspension by any Federal or State entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted Proposal and, if applicable, any resulting Agreement. Signing the certification with that is false or incorrect shall void the Proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

4.0 AGREEMENT TERMS AND CONDITIONS

Vendor will be expected to execute the Arizona Board of Regents Agreement for Legal Services in the form attached hereto as Exhibit A. If Vendor seeks to modify any terms and conditions set forth in that Agreement, Vendor must identify the specific provisions or language to which Vendor objects, and provide alternate language in its Proposal. As set forth in Section 3.6.7, Proposals that are contingent upon any changes to the terms and conditions set forth in the Agreement for Legal Services may be deemed to be non-responsive and may be rejected.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

Scope of Work

Qualified firms or individuals 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 areas listed below. This list is not exhaustive nor exclusive.

- Administrative Law
- Affiliated Entities (e.g., outside entities, typically 501(c)(3) organizations, that are legally separate from but affiliated with one or more of the Purchasing Parties)
• Bankruptcy
• Criminal 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
• Employment Law Issued and Litigation (administrative and court)
• 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
• Healthcare 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
• Medical Education Law
• Non-profit Law
• Planning, Zoning and Land Use Issues and Litigation
• Public Records, Open Meetings and other laws pertaining to public entities (advice and litigation)
• Real Property Transactions (including sales, purchases, leasing and public-private partnership transactions)
• Research-related matters, including sponsored research and compliance issues.
• Retirement and ERISA Issues and Litigation
• Taxation Law (Local, State and Federal) and Litigation
• Tort Law
• Worker's Compensation
• Other areas of expertise within your firm that may be relevant to a public institution of higher education.

6.0 PROPOSER QUALIFICATIONS

The Purchasing Parties are soliciting proposals from firms and individuals who are in the business of providing legal 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. Vendor shall present evidence that the firm or its attorneys have been engaged for at least the past three (3) years in providing legal 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 at least 2 client references that are representative of your practice areas.

Client references may be checked at the sole discretion of the Purchasing Parties.

3. Provide a statement concerning your firm’s practice areas for which you wish to be considered for award, and a brief description of your firm’s expertise in those areas, including the following, and considering the Evaluation Criteria set forth in Section 3.8.8:

a. whether your firm has provided legal services to the Purchasing Parties or other public sector clients;
b. The relevant qualifications and experience of the primary people you would assign to provide legal services in the areas of expertise for which you are submitting a proposal;
c. Evidence of sufficient personnel to provide necessary legal service;
d. Describe your firm’s knowledge of knowledge of issues affecting public universities and the Purchasing Parties; and
e. Pricing Schedule (see Section 5.4).

4. State your firm’s concerns, if any, with the terms and conditions of the Arizona Board of Regents Agreement for Legal Services, including specific language or provisions to which your firm objects, and proposed alternate provisions or language. Proposals that are contingent upon any changes to the terms and conditions set forth in the Agreement for Legal Services may be deemed to be non-responsive and may be rejected.

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.
7.0 TERM OF AGREEMENT

The Term of this Agreement shall be for three years-July 1st, 2018 through June 30, 2021 with the option to renew for up to two, (2) additional years in one (1) year increments upon mutual agreement of all parties.

8.0 PRICING

Provide a schedule of service fees, including hourly rates, flat fees and/or other proposed alternative pricing options. If applicable, address the following separately:

ARBITRATION MATTERS

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

CONTINGENCY FEE

Legal Services Provider and a Purchasing Party may negotiate a contingency fee calculated against a settlement or award Legal Services Provider receives for a Purchasing Party. The Purchasing Party is not liable to Legal Services Provider for the payment of Legal Services Provider’s fees if Provider 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

ALTERNATE FEE PROPOSALS

Counsel is invited to present alternative fee arrangements such as flat fees or value billing that they have successfully used in the past.

10. CERTIFICATIONS AND FORMS (Vendor to complete and return with proposal)

10.1 Certification of Proposal
10.2 Legal Workers Certification
10.3 Compliance with ARS 35-393.01
10.4 Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters (Mar 1996 as amended) (Applicable to Federal Grants and Contracts >$30k)
10.5 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended) (Applicable to Federal Grants and Contracts >$150k)
10.1 Certification of Proposal (vendor to complete and return with proposal)

Explanation. This certification attests to the Vendor’s awareness and agreement to the content of this RFP and all accompanying provisions contained herein.

Action. Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This Proposal is submitted in response to Request for Proposals #L061817 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that ___________________________ (Vendor Name), located at __________________________________________________________________________ (address), agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The terms of the Proposal shall remain in effect for a period of ninety- (90) calendar days as of the Due Date for responses to the RFP.

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

☐ There is no officer or employee of the Arizona Board of Regents, Arizona State University, Northern Arizona University, or the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

☐ The names of any and all public officers or employees of the Arizona Board of Regents, Arizona State University, Northern Arizona University, and the University of Arizona who have, or who's relative has, a substantial interest in any Contract award subsequent to this Proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) ☐ IS or ☐ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In accordance with Purchasing Policy 4.3 – Small Business Utilization Program, the Undersigned further certifies that your business (check the appropriate areas) ☐ does or ☐ does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please “CHECK” one of the following: ☐ Small Business ☐ Small Disadvantaged ☐ Small Business Women-Owned ☐ Women-Owned Disadvantaged ☐ Veteran owned ☐ HUB Zone ☐ Disabled Veteran Owned ☐ Alaska Native Corp. ☐ Historically Black Colleges and Universities and Minority Institutions

Arizona Small Business (has less than 100 fulltime employees, including employees employed in any subsidiary or affiliated corporation) please “CHECK one of the following: ☐ AZ. Small Business ☐ AZ. Women Owned ☐ AZ Disadvantaged ☐ AZ Disadvantaged Women-owned.

The undersigned further certifies that as a duly authorized officer, is authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposals.

Name: ________________________________ Title: ____________________________

Signature: ____________________________ Date: ________ Email: __________

Telephone #: ______________ Facsimile #: ______________ F.E.I.N: ______________
10.2 LEGAL WORKER CERTIFICATION

Date: _____________________

Procurement and Contracting Services
University of Arizona
PO Box 210300Tucson, AZ 85721-0300

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, Subsection 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 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(s) 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(s) and employee(s) who perform work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor(s) who perform work under the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.

_____________________________  _____________________________ ___
(Firm)        (Address)

_____________________________  ________________________________
(Signature Required)     (Phone)

_____________________________  ________________________________
(Print Name)        (Fax)

_____________________________  ________________________________
(Print Title)       (Federal Taxpayer ID Number)
10.3 CERTIFICATION REGARDING DEBARTMENT SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

In accordance with FAR 52.209.5, complete the following certification regarding debarment suspension, proposed debarment and other responsibility matters and return the completed certification with your solicitation response. (Applicable to Federal Contracts and Grants >$30k)

(a) Certification Regarding Debarment Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996 as amended)

(1) The Offeror certifies, to the best of its knowledge and belief, that
   (i) The Offeror and/or any of its Principals
       (A) Are ☐ Are Not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
       (B) Have ☐ 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) Are ☐ Are Not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
   (ii) The Offeror Has ☐ 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. (End of Provision)

________________________________________________________________________
(NAME OF FIRM) (ADDRESS, CITY, STATE, ZIP)

________________________________________________________________________
(SIGNATURE) (DATE) (PRINT OR TYPE - NAME AND TITLE)
10.4 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991 as amended)

In accordance with FAR 52.203-11 and FAR 52.203-12 entitled "Limitation on Payments to Influence Certain Federal Transactions (Jun 1997 as amended), the following certification and disclosure regarding these FAR provisions are hereby incorporated and made a part of this bid/proposal solicitation requirement. (Applicable to Federal Grants and Contracts >$150k)

(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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

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 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.

____________________________________  ________________________ ________
(NAME OF FIRM)        (STREET ADDRESS)

____________________________________  ________________________ ________
(SIGNATURE)        (MAILING ADDRESS)

____________________________________  ________________________ ________
(TYPED OR PRINTED NAME    (CITY, STATE, ZIP)

____________________________________
(DATE)