

TERMS AND CONDITIONS OF BID

The following terms and conditions (“**Terms**”) apply to all Invitations to Bid (“**ITB**”) issued by the Pima Community College (“**College**”).

1. **Definitions.** For purposes of these Terms, “bidder” (as used interchangeably with the terms “vendor” or “contractor”) means an individual or an entity submitting, or wishing to submit, a bid in response to the College’s ITB.
2. **Brand Names; Equivalent Products.** Any brand names or trade names used in the specifications of the ITB are for the purpose of describing and establishing standards of quality and performance, and characteristics desired. Such brand names or trade names are not intended to limit or restrict competition. Bidders may submit bids for products substantially equivalent to those specified unless the ITB expressly provides that only a particular brand or product is acceptable. All proposed substitutions shall be subject to the College’s approval.
2. **Specifications.** Bidders shall clearly point out and explain in detail any deviation from specifications provided in the ITB. Failure to do so will result in College considering that items offered are in strict compliance with these specifications. *Bidders shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.*
4. **Mistakes.** No changes to the Bidder’s bid response will be allowed once such response is received by the Purchasing Department. In the event of a mistake, the Bidder’s only remedy is to formally withdraw its bid from consideration.
6. **Bid Cancellation.** College may cancel this ITB at any time prior to the due date when College has determined in its discretion that the cancellation is in the College’s interests.
7. **Bid Opening.** All bids received in response to this ITB will be open publicly, at the College’s Purchasing Department, on the date and time specified on the face of the ITB. Reasonable accommodations for people with disabilities will be provided upon advance five-day notice to the Purchasing Department.
8. **Acceptance and Rejection of Bids.** College reserves the right to reject any or all bids, to waive any informality in bids, and accept any item in the bid.
9. **Award Criteria.** Contract award will be based on the lowest responsive bid – a firm fixed price contract (lump sum or unit price) will be awarded to the Bidder whose bid, conforming with all the material terms and conditions of the ITB, is the lowest in price (“**Successful Bidder**”).
10. **Contract with Successful Bidder.** The contract between the Successful Bidder and College shall be finalized via the College-issued Purchase Order governed by the College’s [Terms and Conditions of Purchase](#). In these instances, no terms of Bidder included with the Bidder’s bid response or at any time before or subsequently to the issuance of the Purchase Order shall become the part of the parties’ agreement. Whenever a formal written agreement is warranted, as determined by the Director of Contracts and Purchasing, the Successful Bidder and College shall execute an agreement using the College’s standard form of agreement. Bidder may, **ONLY IF** specifically requested on the face of the ITB, submit with its bid a copy of the Bidder’s standard agreement form, the relevant provisions of which will be incorporated into the final agreement between the parties.
11. **Insurance and Certifications.** Prior to award, the Successful Bidder shall meet the applicable College [Insurance Requirements](#) (Attachment 1) and, for federally-funded purchases, shall submit supplemental federal [debarment certification](#) (Attachment 2).
13. **Protests.** Protests are filed with the Director, Pima County Community College District (College), within 10 calendar days of the date that the protester knows or should have known the basis of the protest or the award date, whichever is earlier. Failure to protest within this period shall be deemed a waiver of all rights to protest.



ATTACHMENT 1 to TERMS AND CONDITIONS OF BID

COLLEGE INSURANCE COVERAGE REQUIREMENT

A. **Workers' Compensation Insurance** – Contractor shall procure and maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

B. **Commercial (Business) Automobile Liability Insurance** – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit	\$1,000,000 (CA 0001)
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C. **Commercial General Liability Insurance** – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u."

Each Occurrence	\$1,000,000 (CG 0001)
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	\$ 50,000
Fire Legal Liability	\$1,000,000

And, if applicable (in addition to the required coverages listed above), Contractor shall procure and maintain the following policies:

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| D. Professional Errors and Omissions (including Environmental Impairment Liability) | \$1,000,000 per occurrence |
| E. Hangar Keepers' Liability | \$50,000,000 per occurrence |
| F. Garage Keepers' Liability | \$50,000,000 per occurrence |
| G. Aviation Liability (including Aircraft Products and Completed Operations), War, Hijacking and Other Perils (AVN 52D) | 50,000,000 per occurrence
\$50,000,000 per occurrence and aggregate |
| H. All Risk Property/Builder's Risk Coverage (including Contractor's Equipment, Business Interruption, and Terrorism Coverage) | Replacement cost value at 100% |

ATTACHMENT 2 to TERMS AND CONDITIONS OF BID

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION
[FOR FEDERALLY-FUNDED PURCHASES OF SERVICES OR GOODS IN EXCESS OF \$25,000]

_____ / _____ / _____
(date) (Bidder's full business name) (Bid/Quote No.)

In accordance with the OMB guidelines at 2 C.F.R. 180, and the Federal Acquisition Regulation, 52.209-6, other than a subcontract for a commercially available off-the-shelf item, College is prohibited to enter into any subcontract in excess of \$35,000 (or any contract in excess of \$25,000, for Federal *Grant*-funded purchases) with a contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so. Accordingly,

(1) *The Bidder, other than a contractor providing a commercially available off-the-shelf item, hereby certifies that:*

(A) the Bidder or its Principals as of the time of award of the contract by the College is or ~~is not~~ debarred, suspended, or proposed for debarment by the Federal Government; and

(B) Unless this is a contract for the acquisition of commercial items, the Bidder shall include the requirements of this clause, including this paragraph (B) (appropriately modified for the identification of the parties), in each subcontract that exceeds \$35,000 (or \$25,000, for Federal Grant-funded purchases) in value.

(2) The Bidder shall provide immediate written notice to the College Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in Section (1)(A) 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 Bidder's responsibility. Failure of the Bidder to provide certification or provide such additional information as requested by the Contracting Officer may render the Bidder nonresponsible.

The certification in Section 1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to College, College may terminate the contract resulting from this solicitation for default.

(Signature)

(Phone)

(Print name)

(Email address)

(Print title)

(Federal Taxpayer ID Number)