

Request for Proposal SECURITY MASTER PLAN POINTS OF INTEREST

Pima County Community College District (“**College**”) is seeking proposals from qualified firms for Security Master Plan (SMP) Points of Interest (POI).

A non-mandatory pre-proposal conference will be held on **December 16, 2020 at 1:00 PM (ARIZONA TIME)** at:

PreProposal Meeting Link: <https://meet.google.com/hie-mefe-izh?hs=122&authuser=0>
Call in Phone #: (US)+1 662-482-2471
Conference ID: 391 901 663#

A non-mandatory site visit of all campuses will be held on **January 6, 2021 at 9:00 AM Arizona Time**. Meeting location will be at Pima Community East Campus, 8181 E. Irvington, Tucson, AZ 85709, Main Entrance. Campus visits will be visited in the following order:

East Campus, 8181 E. Irvington Road
District Office, 4905 E Broadway Blvd, Building D, North Entrance
Downtown Campus, 1255 N. Stone Ave.
Northwest Campus, 7600 N. Shannon Road
West Campus, 2202 W. Anklam Road
Desert Vista Campus, 5901 S. Calle Santa Cruz
Aviation Technology Center, 7211 S. Park Ave
Maintenance and Security, 6680 S. Country Club

The deadline for receipt of sealed proposals is: **February 5, 2021 at 3:00 PM (Arizona Time)**. Sealed proposals for the specified material or service must be received electronically by this deadline at the following location:

****ELECTRONIC SUBMITTALS REQUIRED****
EMAIL: do-bids-proposals@pima.edu

Any proposal received after the date and time listed above will be returned and will not be considered.

Questions pertaining to this Request for Proposal (“**RFP**”) must be communicated in writing and be received via email, listed below, by **January 15, 2020 at 3:00 PM (Arizona Time)**. Questions shall include the specified Buyer’s name and proposal number, a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the College’s webpage listed below by **January 27, 2021 at 5:00 PM (Arizona Time)**:

Carole Quintana, Senior Procurement Analyst
do-bids-proposals@pima.edu

Copies of this RFP, questions and answers, and any related documents are available at:
<http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html>

Accommodations for People with Disabilities. If the vendor or any of the vendor's employees participating in this RFP need, or have questions about the College's accommodations for people with disabilities, please make arrangements with the specified College buyer, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

Terry Robinson
Director Contracts & Purchasing
Pima County Community College District
4905 East Broadway, Room D-232
Tucson, Arizona 85709-1420

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Section 1

Project Summary

1. Request for Proposal Summary

Pima County Community College District (“College”) is seeking proposals from qualified firms for **Security Master Plan (SMP) Points of Interest (POI)** in accordance with the Scope of Work specified in this RFP. The project is funded with Capital funds.

- 2. Entity Submitting RFP.** The terms “vendor,” “offeror,” “firm,” “consultant,” “company,” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

Section 2

Scope of Work

General Outline:

1. Project Scope

The College is looking for a way to maximize security and control of their facilities while preserving their prime objective of meeting the educational needs of its community. The Security Master Plan will provide technical, strategic and operational directives designed to mitigate existing security risks, educate the campus community, and deter criminal behavior. The Plan also provides a risk management strategy that can be used to maintain a safe and secure environment as college infrastructure and facilities evolve over time.

2. Background

The College is in the process of completing Educational and Facilities Master Plans. Along these lines, over the past several years PCC has adopted practices and implemented programs to enhance security on campus. Significant changes over the last decade in both the population and the campus physical environment has resulted in the need to more efficiently manage security resources to establish a coordinated, effective security program. It is important to develop a sustainable and scalable financial model to support the investment in security personnel, technologies and infrastructure to meet evolving campus security needs. Preliminary life safety, security and access control systems (refer to Appendix A), threats and risks (refer to Appendix B) have been identified. Current systems are stand alone, gaps need to be identified and a unified platform solution proposed that allows the prevention, identification and mitigation of risks and threats to the College.

3. Technical Requirements

Solution include any requirements for providing access for individuals with disabilities through compliance with applicable laws and guidelines, such as ADA, Section 508 and the Web Content Accessibility Guidelines (WCAG) 2.0 (A, AA or AAA) compliance of the product/service including any exceptions to meeting the specific requirements of the Level.

4. Project Deliverables

- Provide maps, drawings, and related data of existing life safety (fire, AED's, etc), robots, security and access control systems and devices.
- Provide a minimum of three recommended plans to include
 - Cost-effective phased approach for integrated/unified platform.
 - Technical, strategic and operational directives to
 - Mitigate security risks,
 - Educate the campus community, and
 - Deter criminal behavior.
 - Risk management strategy for a safe and secure environment
- Recommendation includes technology, operations and strategy.
 - 10 year plan, benchmarks at 3, 5 and 7 year goals
 - Projected maintenance and replacement needs/cost.
 - Include gap resolution between existing and proposed for each recommendation

PROJECT COMPONENTS

- Access legacy college security systems
- Engage stakeholders and assess needs
- Review current and future needs
- Determine security feature sets desired, define parameters
- Evaluate current industry security technology solutions
- Maps, drawings, and related data of existing life safety (fire, AED's, etc), robots, security and access control devices.
- Assess threats, risks, security and access control goals.
- Recommendation for integrated security system and security integrators
- Recommendations include a phased approach addressing gaps
- Recommend integrated system to be managed on one unified platform including life safety, emergency notifications, access and video surveillance systems.
- Review standards and procedures for improvements based upon analysis
- Technology Objectives
 - Based on Open Architecture components
 - Utilize standardized BICSI compliant ITS Infrastructure
 - Smart Pro Active System
 - Event Driven / Alert Based
 - SMS / VMS to work as one platform
 - Web Based system, no thick or thin clients required
 - Fully Integrated Mobile Devices
 - Bandwidth Impacts / Local and Wide Area
 - Distributed over Centralized Topology
 - Vulnerability alert/patch/upgrade management for system and network attached devices
- Threat management capability
- Manage flow of individuals within the facilities.
- Identify traffic patterns for surveillance during incidents and lockout/lockdown events
- Secure and scalable access control systems
- Alignment with Educational and Facilities Master Plans.
- Consideration for ADA requirements for accessibility and notifications.
- Other Considerations
 - Improved records for facility access
 - Decreases costs associated with physical key issuance
 - Improves daily operations
 - Increases life safety options for lockdown and panic
 - Allows facility owners to control ingress pathways
 - Automate schedules, room access, and other administrative processes

Section 3

Proposal Preparation and Submittal

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including the Scope of Work, sample Agreement for Services, College's insurance requirements, and all laws, regulations and other factors affecting the firm's performance. The firm is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

Proposals must conform to all requirements stated below. **Disregarding these requirements will result in disqualification of the proposal:**

- A.** The College is currently not accepting solicitation responses at District Office. District Office has been closed to the public and will not be able to accept responses regardless of personal delivery or any other mailing means. The College will only accept solicitation responses electronically submitted to the following email address and must be received by the original date and time identified above to be considered. do-bids-proposals@pima.edu
- B.** All proposal materials must be sent electronically in PDF format and clearly marked in the subject line with the Company Name, proposal name and number, and the Procurement Agent Name.
- C.** It is the responsibility of the firm to ensure that proposals are received electronically by the due date and time stated on page 1 of this RFP. All proposal modifications may be submitted electronically or electronic mail (email).
- D.** The firm proposal package must be one combined document with all required documentation. Do not submit your response as separate files. All proposals must be typewritten on standard paper size (8½ x 11 inches), and must include page numbers.
- E.** The proposal shall incorporate the forms provided in this RFP package. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.
- F.** The proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Proposal Form

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with College.

By signing the Proposal Form the offeror certifies that the submission of the proposal did not involve collusion or other anti-competitive practices; that the offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special

discount, trip, favor, or service to a public servant in connection with the submitted proposal. The Offeror also certifies whether it is a small business under the federal regulations, and if so, the category of eligible small business.

3. Cost Proposal

The offeror shall complete the Cost Proposal Form included in this RFP (Section 6), or in alternative, use the enclosed Form as a guide in completing its own cost proposal, and shall submit such detailed Cost Proposal together with its original proposal packet. The Cost Proposal shall conform to the following guidelines:

- a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b. Proposals that include equipment or materials should include itemized sales tax in the amount of your proposal; Proposals for services only, are not taxable. Note, the College is not exempt from paying State and local transaction privilege tax (sales tax).
- c. Prices for services shall be listed hourly, including the total cost and the total number of hours required to complete the services, and, if applicable, any individual category of the services.
- d. For multi-year projects, include the total annual cost for each service.
- e. Provide detailed explanations of any assumptions that the offeror made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
- f. Identify when the offeror proposes to invoice the College (e.g., progress payments, milestone, weekly, monthly, etc.).
- g. Indicate if any items are optional and specify them in a separate section(s).

The College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the College for any reason.

4. Qualifications

The proposal must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- a. Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- b. Corporate organization chart indicating key management team members.
- c. Number of years in business.
- d. Description of the firm's capabilities to provide the requested product(s)/service(s).
- e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- f. Overview of approach and description of methodology to be used.
- g. Description of project structure and detailed project timelines and phases (if applicable).
- h. References: The offeror must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:
 - i. Entity Name
 - ii. Industry Type
 - iii. Address, City, Province/State/Country

- iv. Contact Name, Title, Phone Number, and Email address
- v. Year(s) service(s) provided
- vi. Comments (include details regarding the current status of the product/service provided by offeror)

5. Response to Scope of Work

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFP.

Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement, including page and section number. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal.

6. Exceptions to College's Agreement for Services / Vendor's Order Forms.

- a. Offeror should NOT include its own standard form of agreement with the proposal. The College's Agreement for Services (including the Insurance Requirements, general and supplemental Terms and Conditions) will be used to consummate any resulting agreement between the College and successful offeror. (See Sample Agreement in Section 7). Any exceptions requested from the College' Sample Agreement must be included in this section, using the Exception Form provided.

NOTE: interested offeror is expected to engage in good faith negotiations with the College and, as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy exceptions lists or requests for exceptions to non-negotiable contract provisions (e.g., state-mandated requirements; federal compliance, etc.) will not be considered.

- b. If the firm utilizes an Order Form, Sales Form or similar document for placement of orders under an existing agreement ("Order Form"), the firm may include a sample in its proposal for College's review and approval for subsequent use during the agreement's term. **No Order Form may contain provisions contradicting or conflicting with the underlying agreement.** (See additionally Paragraph 9(d) below).

7. Offeror's Proprietary/Confidential Information

In the event the offeror elects to include in its proposal any information deemed "proprietary" or "protected," it shall package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the offeror.

8. Certifications

Include all Mandatory Certification Forms with the proposal. By signing the Certification Forms the offeror certifies (1) whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this RFP; (2) whether it does not and will not engage in boycott

of Israel activities; (3) whether it complies with the legal worker verification requirements; (4) the status with regard to debarment, or suspension by any governmental entity; and (5) anti-lobbying certification and disclosure.

9. Appendix

The Proposal Appendix must include all of the applicable:

- a. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.
- b. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.
- c. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the firm utilizes an Order Form, include sample form in this section. (See also Paragraph 6 above).
- e. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.**

Section 4

Selection and Contract Award

Selection Process and Criteria

Proposals will be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the offeror. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by the College Selection Committee and will be evaluated based on the following criteria, which are listed in descending order of importance:

- a. Firm Experience and Qualifications.** Expertise in developing SMPs for educational institutions of similar size and composition that includes risk assessment, existing systems and infrastructure, vision and goals, identification of gap between existing and future goal/vision, and recommendation plan to close gap over five years including estimated costs. **Point Value 18**
 - i.** Experience with projects of similar type and scope.
 - ii.** Technical, operations and strategic* expertise in life safety, security and access control systems.
 - iii.** Technical expertise in integrating life safety, security and access control systems in on unified platform.
 - iv.** Experience with private and public sector organizations, and institutions of higher education.
 - v.** Financial Viability
 - 1.** Contractor's ongoing financial viability to provide services to the College.
- b. Staff Expertise / Implementation and Operational Teams** **Point Value 25**
 - i.** The experience of staff proposed to be involved in the project.
 - ii.** Proven and demonstrated hands-on expertise of key management team members and staff in this area of work.
 - iii.** Demonstrated expertise in being a strategic partner with clients.
 - iv.** Relevant References
- c. Product design and capabilities (if specified in Scope of Work)** **Point Value 15**.
- d. Project Methodology and Structure (if specified in Scope of Work)** **Point Value 22**.
 - i.** Description of the approach, methodology, and project structure to be used to satisfy the College's project scope and objectives.
 - ii.** Accessibility
 - 1.** For web or internet access products: Provided the level of Web Content Accessibility Guidelines (WCAG) 2.0 (A, AA or AAA) compliance of the product/service including any exceptions to meeting the specific requirements of the Level.
 - 2.** For web or internet access products, telecommunications, multimedia, desktop and portable computers: Product/service meets Section 508 requirements. Answers

provided to questions in relevant sections of the Voluntary Product Accessibility Template (VPAT). Information on the VPAT is found on the Information Technology Industry Counsel website (www.itic.org).

- e. Implementation and/or delivery schedule **Point Value** 10
 - i. Proposed timeline reasonableness and responsiveness to project's intended outcomes.
- f. Financial Proposal **Point Value** 10 to the service
 - i. Total cost to College as it relates to the service.

Contract Award

It is the intent of the College to negotiate and enter into a written agreement with the selected firm or firms. College's standard form (sample provided in Section 7) will be used for any resulting agreement with selected firm. The term of the resulting agreement may range from one to any number of years, not to exceed a continuous ten-year period including the renewals, if any.

Extended Contract; Cooperative Purchasing

The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative Agreement. Under the SAVE Agreement, and with the concurrence of the successful Proposer, other members of SAVE may access any subsequent contract resulting from this solicitation. If the proposer does not want to grant such access, it must be stated in its proposal. In the absence of a statement to the contrary, the College will assume that access is granted by the proposer to any subsequent agreement/contract.

Section 5

RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to offerors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the offeror to submit complete and compliant proposals.

- **Cover Letter**
- **Proposal Form (refer to Section 6)**
- **Cost Proposal Form (refer to Section 6)**
- **Qualifications**
- **Response to Scope of Work**
- **Exceptions Requested Form (refer to Sections 6 and 7)**
- **Completed and Signed Certification Forms (refer to Section 8)**
- **Appendix, if applicable**

- small business; veteran-owned small business; service-disabled veteran-owned small business;
- HUB Zone small business; small disadvantaged business; or women-owned small business.

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

(Offeror's Full Legal Name)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Phone)

(Federal Taxpayer ID Number)

Section 6 (continues)

Cost Proposal Form

(See specific requirements for this Form in Section 3, Paragraph 3.

The College is seeking an all-inclusive fee proposal. No other submittals will be considered. The fee proposal shall include, but not limited to, the following direct expenses: travel, postage shipping, delivery services, mileage, reproductions, and printing services.

The Price Proposal shall include a detailed breakdown of how the Offeror derived at the total cost of the project.

Total Cost of Project \$ _____

Section 6 (continues) Exceptions Requested Form

After carefully reviewing the College's sample agreement (See Section 7), the offeror: (*select one only*)

Requests no exceptions

Requests the following exceptions:

For each exception, the offeror shall provide all of the following information: (i) **Name of the Document/Attachment**; (ii) **Agreement Page Number and Section Number**; (iii) **Exception**; (iv) **Justification for Exception**. Blank, unjustified, or unsupported requests will be disregarded.

Section 7 Sample Agreement

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of _____, 2020 (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and]_____ (“**Contractor**”), a(n) _____ corporation, with a principal place of business at]_____.

RECITALS:

- A. Contractor is a successful offeror under the College’s request for proposal (RFP #P20/10035)
- B. This Agreement is funded, in whole or in part with federal funds under _____.

NOW, THEREFORE, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

1. SERVICES

1.1. Subject to the terms and conditions stated in Attachment A and, if applicable, Attachment E, attached to and made part of this Agreement, Contractor shall provide College the _____ services (“**Services**”). Attachment B, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor.

1.2. As part of the Services, Contractor shall deliver to College all goods, reports, documents and other materials (“**Deliverables**”) as set forth in Attachment B.

2. COMPENSATION

In exchange for the Services, College shall pay Contractor as compensation the total amount of _____ (\$_____) dollars, as and when set forth on Attachment C, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor’s obligations under this Agreement.

3. TERM

The term of the contract will be from the date of award through completion of the Security Master Plan and Points of Interest (“**Term**”).

4. TERMINATION

4.1. **Termination for Cause.** Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services, if not remedied by Contractor within ten (10) days of receiving written notice of such non-compliance from College. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of the

Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-procuring the services.

4.2. **Termination for Convenience.** College reserves the right, by prior written notice, to terminate this Agreement in whole or in part at any time when in the best interests of College without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to College. In the event of termination under this provision, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and delivered to College. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be Contractor's sole remedy against College in the event of termination under this provision.

5. PURCHASE ORDERS; MULTI-YEAR CONTRACT

5.1. **No performance prior to College PO.** Upon execution of this Agreement, the College will issue Purchase Order, referencing this Agreement and the RFP, to initiate the performance of Services by Contractor under this Agreement. Contractor may not commence performance under this Agreement until it receives the PO. Any expenses incurred by Contractor for failure to observe this provision shall be sole responsibility of Contractor.

5.2. **Multi-Year Agreement.** For agreement with a term of two or more years or the term that spans across two fiscal years, College will issue the PO to Contractor for each fiscal, with each PO covering the period ending by June 30. For purpose of this Agreement, Fiscal Year is a twelve-month period running from July 1 to June 30.

6. INSURANCE

Contractor shall (and shall cause its subcontractors to) procure and maintain until all of the Contractor's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in Attachment D, and shall otherwise comply with the requirements of Attachment D, which is attached to and made part of this Agreement.

7. NOTICES

Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:

To **COLLEGE:**
Requestor /Implementation
Name: _____
Phone: _____
Email: _____
Address: _____

Administration
Name: PCC Contracts Services

Address: 4905 E. Broadway Blvd, D-232
Pima Community College
Tucson, AZ 85745

To **CONTRACTOR:**
Name: _____
Phone: _____
Email: _____
Address: _____

8. ENTIRE AGREEMENT; AMENDMENTS

8.1. This document, including all Attachments, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

8.2. This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

[SIGNATURE PAGE CONTINUES]

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**For **CONTRACTOR****PIMA COUNTY COMMUNITY COLLEGE DISTRICT:**By: _____
Print Name: _____
Title: _____
Date: _____By: _____
Print Name: _____
Title: _____
Date: _____**ATTACHMENTS:**

- Attachment A – General Terms and Conditions
- Attachment B – Scope of Work; Deliverables
- Attachment C – Compensation
- Attachment D – Insurance Requirements
- Attachment E – Supplemental Conditions for Federally-Funded Projects

- Appendix A: Security Related Systems
- Appendix B: Security Related Risks and Threats
- Appendix C: Definitions
- Appendix D: PCC Building Stats

ATTACHEMENT A to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **Contractor's Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
 - 5.1. Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
 - 5.2. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
 - 5.3. To the extent applicable to the subject matter of this Agreement, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
7. **Intellectual Property.**
 - 7.1. **College's Intellectual Property** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
 - 7.2. **Contractor's Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with

the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

- 7.3. College Data** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College Data**"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

8. Confidentiality

- 8.1.** If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.
- 8.2.** Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.
- 8.3.** Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.
- 9. Educational Records; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
- 10. Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.

11. Privacy and Security.

- 11.1.** If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or

maintenance of that information meets applicable legal and industry security standards, including qualifying for “safe harbor” rules under applicable data breach laws.

- 11.2. At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College’s information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
 - 11.3. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
 - 11.4. In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College’s Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
 - 11.5. In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College’s Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
12. **Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees (“**Indemnitees**”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College’s Confidential Information.
 13. **Use of Names; Trademarks.** Neither party shall use the other party’s trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature (“**Marks**”), or the names of the party’s employees in any publicity or advertising material without prior written approval by the other party. Contractor’s use of any College’s Marks, if and when authorized, shall comply with the College’s design and drawing specifications.
 14. **Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor’s personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
 15. **Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
 16. **Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

- 17. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.
- 18. Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
- 19. Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
- 20. Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
- 21. Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
- 22. Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 23. Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
- 24. Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
- 25. Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not

12/02/2020

discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.

- 26. Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 27. Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of then fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 29. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 32. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.
- 33. Key Personnel.**
Contractor shall promptly notify College of any intended reassignment and proposed replacement of key personnel performing assigned for work under this Agreement within thirty (30) days any such reassignment. Any such reassignment and replacement shall be subject to College's approval. Contractor shall promptly replace any key personnel if requested by a College Representative.
- 34. Background Checks.**
Contractor shall be responsible for conducting investigations into the background of Contractor's employees responsible for providing the Services hereunder to College, including, but not limited to, Contractor's technicians, delivery personnel, retail employees, and other employees who, as part of this Agreement, provide Services to College or on College property. Contractor shall additionally ensure that its vendors and permitted subcontractors who are engaged in the performance of any Services under this Agreement conduct the same or equivalent investigations into the background of their respective employees or other members of their workforce who provide Services to College. The scope of the investigation shall include at least the following elements and shall include indicated records for a ten (10) year period:

- a. Previous employment verification. Previous work history shall be verified, accounting for all gaps in time during the ten (10) year period. Gaps in employment history exceeding six months shall give cause for further investigation and explanation. Those employees without appropriate explanation for employment gaps shall not be approved work under this Agreement.
- b. Criminal background check. A Level 2 criminal background check, as defined by the State of Arizona, which includes fingerprint checks, with the criminal justice agencies most appropriate to the employee's home residence within the ten (10) year period, including, but not limited to, through the Arizona Department of Public Safety (ADPS) and the Federal Bureau of Investigation (FBI), shall be conducted for each Contractor employee engaged in providing any Services to College.

Those Contractor Employees with a police/criminal record, other than minor traffic violations shall not be assigned duties related to this Agreement. This background check procedure shall be conducted for every new employee hired by Contractor to provide Services related to this Agreement and shall be accomplished prior to assignment of duties under this Agreement.

Contractor shall ensure the proper maintenance of the background check verification documents for each employee for a period of not less than one year after the expiration or termination of this Agreement.

- a. Contractor agrees and acknowledges that its employees and agents' employees, as well as any permitted subcontractors or permitted subcontractor's personnel, working under this Agreement must be United States citizens or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. § 1101, et seq.
- b. To the extent legally applicable to Contractor, Contractor agrees to adhere to the principles and requirements set forth in all United States state, federal and local laws including those pertaining to non-discrimination, such as the equal opportunity clause contained in section 202 of Executive Order 11246. Contractor specifically agrees to comply with the following EEO clauses that are here by incorporated by reference: 41 CFR 60-14; 41 CFR 60-250.4 and 41 CFR 60-741.4. Contractor further agrees by entering into this Agreement to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority-group persons at all job levels and in all aspects of employment, with outside recruiting services and the minority community at large; and provide non-segregated facilities for all employees. Contractor further agrees to obtain a similar agreement in the event that Contractor engages any subcontractors or other contractors in the performance of this Agreement.

College reserves the right to conduct background checks on personnel assigned by Contractor to College for services conducted per this Agreement. College reserves the right to terminate this Agreement, or request replacement personnel in the event the background check conducted by College on assigned personnel is not satisfactory to College at College's sole discretion. College shall notify Contractor of the results of the background check within five (5) business days of the receipt of the same.



ATTACHMENT B to AGREEMENT FOR SERVICES

SCOPE OF WORK; DELIVERABLES

(This Attachment will be developed from the Scope of Work defined in Section 2 of this RFP and successful Offeror's proposal)



ATTACHMENT C to AGREEMENT FOR SERVICES

COMPENSATION

(This Attachment will be developed based on the Cost Proposal Form of the successful Offeror's proposal)

ATTACHMENT D to AGREEMENT FOR SERVICES

INSURANCE REQUIREMENTS

1. GENERAL INSURANCE REQUIREMENTS:

A. Certificates of Insurance: Contractor shall, upon request, submit to the College Purchasing Representative certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.

B. Self-Insurance: Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.

C. Scope of Insurance Coverage: All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.

D. Additional Insureds: For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

E. Notice of Cancellations, Changes to Coverage: Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Purchasing Representative.

F. Contractor's Personnel, Agents, and Subcontractors: Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.

G. Failure to Maintain Insurance: In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

2. INSURANCE COVERAGE REQUIRED:

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:

Employer's Liability	Statutory
Each Accident	\$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	\$100,000,000

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

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
H. All Risk Property/Builder’s Risk Coverage (including Contractor’s Equipment, Business Interruption, and Terrorism Coverage)	\$50,000,000 per occurrence and aggregate
	Replacement cost value at 100%

ATTACHMENT E.1 to AGREEMENT FOR SERVICES

SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL CONTRACT

College has entered into an agreement with either the U.S. Government, or another entity which has itself entered into an agreement with the U.S. Government ("Federal Contract"). That Federal Contract requires that certain federal contract provisions be made a part of any subsequent contract awarded by College related to furthering the performance or deliverables required under that Federal Contract. Accordingly, the following additional Federal Acquisition Regulations ("FAR") terms apply to any Contractor providing services to College under this Agreement. Any references below to "Subcontracts" refer to this Agreement.

1. These clauses apply regardless of amount of the Agreement:

52.222-26, Equal Opportunity (Apr 2015)
52.222-21, Prohibition of Segregated Facilities (Apr 2015)
52.222-4, Contract Work Hours and Safety Standards -Overtime Compensation (May 2014) (for subcontracts that involve the employment of laborers and mechanics)
52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)
52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (for subcontracts funded under the Recovery Act only)
52.227-9, Refund of Royalties (Apr 1984) (for subcontracts in which the amount of royalties reported during negotiation of the subcontract exceeds \$250).

2. These clauses apply to Agreements in amount of \$3,500 or more:

52.222-54 Employment Eligibility Verification (Oct 2015)

3. These clauses apply to Agreements in amount of \$10,000 or more:

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

4. These clauses apply to Agreements in amount of \$15,000 or more:

52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)

5. These clauses apply to Agreements in amount of \$35,000 or more:

52,209-.6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

6. These clauses apply to Agreements in amount of \$150,000 or more:

52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct.2010)
52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a))
52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)
52.222-17, Nondisplacement of Qualified Workers (May 2014)
52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement

ATTACHMENT E.2 to AGREEMENT FOR SERVICES

SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL GRANT

College is either a recipient of a federal grant pursuant to an agreement with the U.S. Government, or has entered in an agreement with another entity that has itself entered into a grant agreement with the U.S. Government ("Grant"). That Grant requires that certain federal provisions be made a part of any subsequent contracts awarded by College related to furthering the performance or deliverables required under that Grant. Accordingly, the following terms provided in the Federal Regulation (2 CFR, Part 200, which superseded and replaced the OMB Circulars, effective July 1, 2015) apply to any Contractor providing services to College under this Agreement.

1. Applies to all Agreements regardless of amount and services provided:

1.1. Record Keeping – Contractor shall maintain all records related to the services performed under this Agreement for three (3) years after the completion of the performance or after the termination or expiration of the Agreement, whichever is later.

2. Applies to Agreements for amounts in excess of \$2,000 AND involving building repairs:

2.1. Copeland "Anti-Kickback" Act (40 U.S.C. 3145; 29 CFR, Part 3) – Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. College is required to report all suspected or reported violations to the Federal awarding agency.

3. Applies to Agreements for amounts of \$25,000 or more:

3.1. Federal Debarment and Suspension (OMB at 2 C.F.R. 180) – Contractor's Certification (see Form attached to College RFP) is a mandatory condition to an award of this Agreement.

4. Applies to Agreements for amounts of \$100,000 or more:

4.1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractor's Certification (see Form attached to College RFP) is a mandatory condition to an award of this Agreement.

4.2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) – Where employment of mechanics and laborers involved, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours; For hours in excess of 40, the worker shall be compensated at a rate of not less than one and a half times the basic rate of pay.

5. Applies to Agreements for amounts of \$150,000 or more:

5.1. Clean Air Act (42 U.S.C. 7401-7671q) and

5.2. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) – College will report the Contractor's violations with these requirements to the Federal awarding agency.



Section 8 Mandatory Certification Forms

Fillable (pdf) Certification Forms can be found [here](#).



CONFLICT OF INTEREST CERTIFICATION

Date:

RFP #

Offeror legal name:

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

- There is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this RFP.***
- The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this RFP, and the nature of the substantial interest, are included below or as an attachment to this certification:***

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



BOYCOTT OF ISRAEL CERTIFICATION

Date:

RFP #

Offeror legal name:

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

Accordingly, the Offeror certifies that:

it is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Offeror.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:

WORKER ELEGIBILITY VERIFICATION

Date: _____ **RFP #** _____

Offeror legal name: _____

As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 23-214 governing the employee verification requirement through the federal e-verify program.

Accordingly, the Offeror warrants that:

(1) it complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it shall, as applicable or required under A.R.S. § 23-214, verify, through the e-verify 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 to work on the resulting agreement with College; and

(2) that it shall, as applicable or required under A.R.S. §23-214, require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Offeror.

Upon request, the College shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

Signature: _____ Phone: _____
Print name: _____ Email: _____
Print title: _____ Taxpayer ID Number: _____



FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

[FOR FEDERALLY-FUNDED PURCHASES OF SERVICES OR GOODS IN EXCESS OF \$25,000]

Date:

RFP #

Offeror legal name:

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 \$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.

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

(A) the Offeror 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 Offeror shall include the requirements of this clause, including this paragraph (B) (appropriately modified for the identification of the parties), in each subcontract that exceed \$35,000 (or \$25,000, for Federal Grant-funded services) in value.

(2) The Offeror shall provide immediate written notice to the College 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.

A certification that any of the items in Section (1)(A) of the above 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 provide certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible. This 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 Offeror knowingly rendered an erroneous certification, in addition to other remedies available to College, College may terminate an agreement resulting from this solicitation for default.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



ANTI-LOBBYING CERTIFICATION AND DISCLOSURE

[FOR FEDERALLY-FUNDED PURCHASES OF SERVICES OR GOODS IN EXCESS OF \$100,000]

Date:

RFP #

Offeror legal name:

In accordance with the Byrd Anti-Lobbying Amendment, (31 U.S.C. § 1352) and the Federal Acquisition Regulation, 52.203-11:

(1) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(A) 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;

(B) 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

(C) 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.

Submission of this certification and disclosure is a prerequisite for making or entering into the agreement with College. 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:

Phone:

Print name:

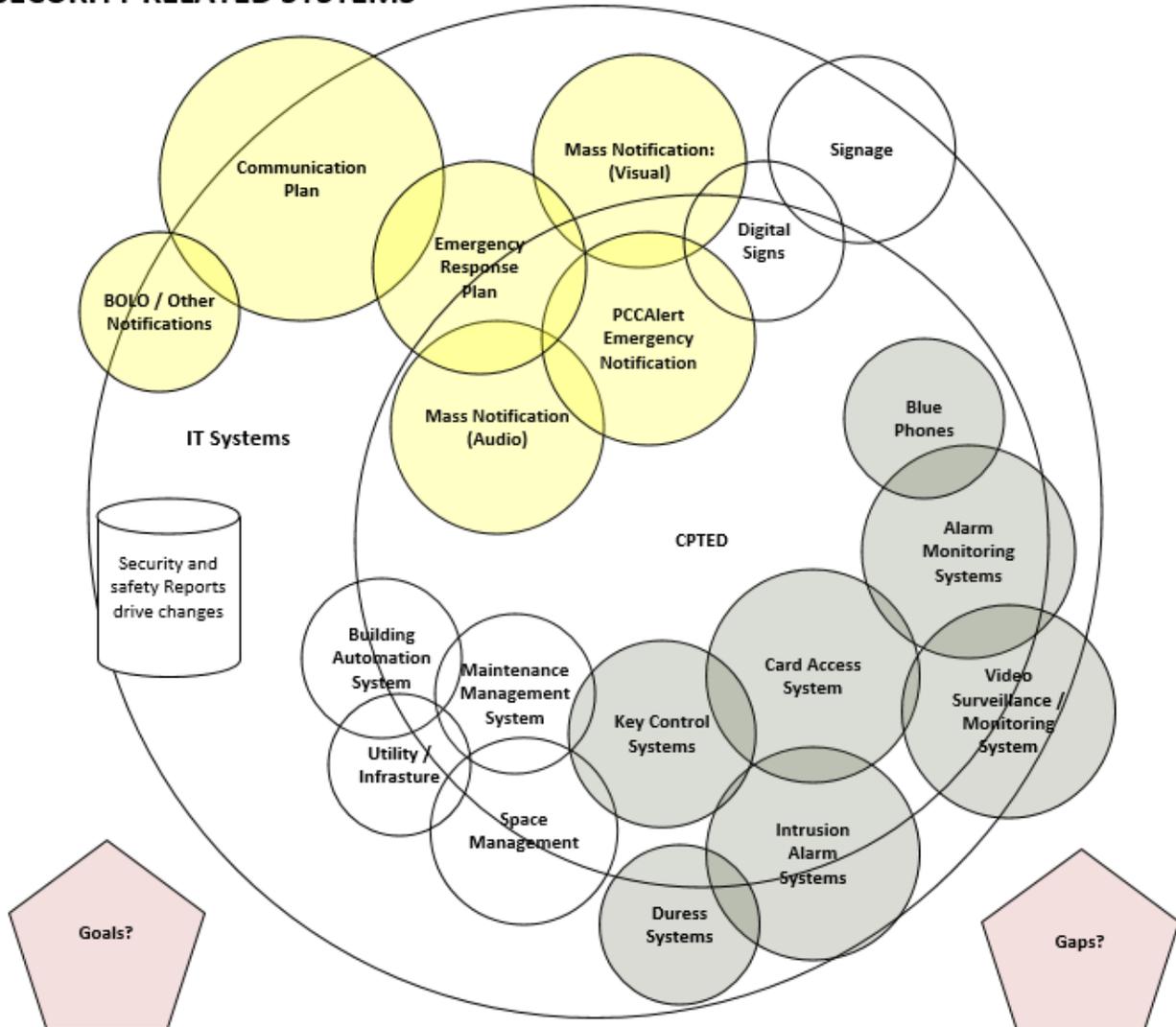
Email:

Print title:

Taxpayer ID Number:

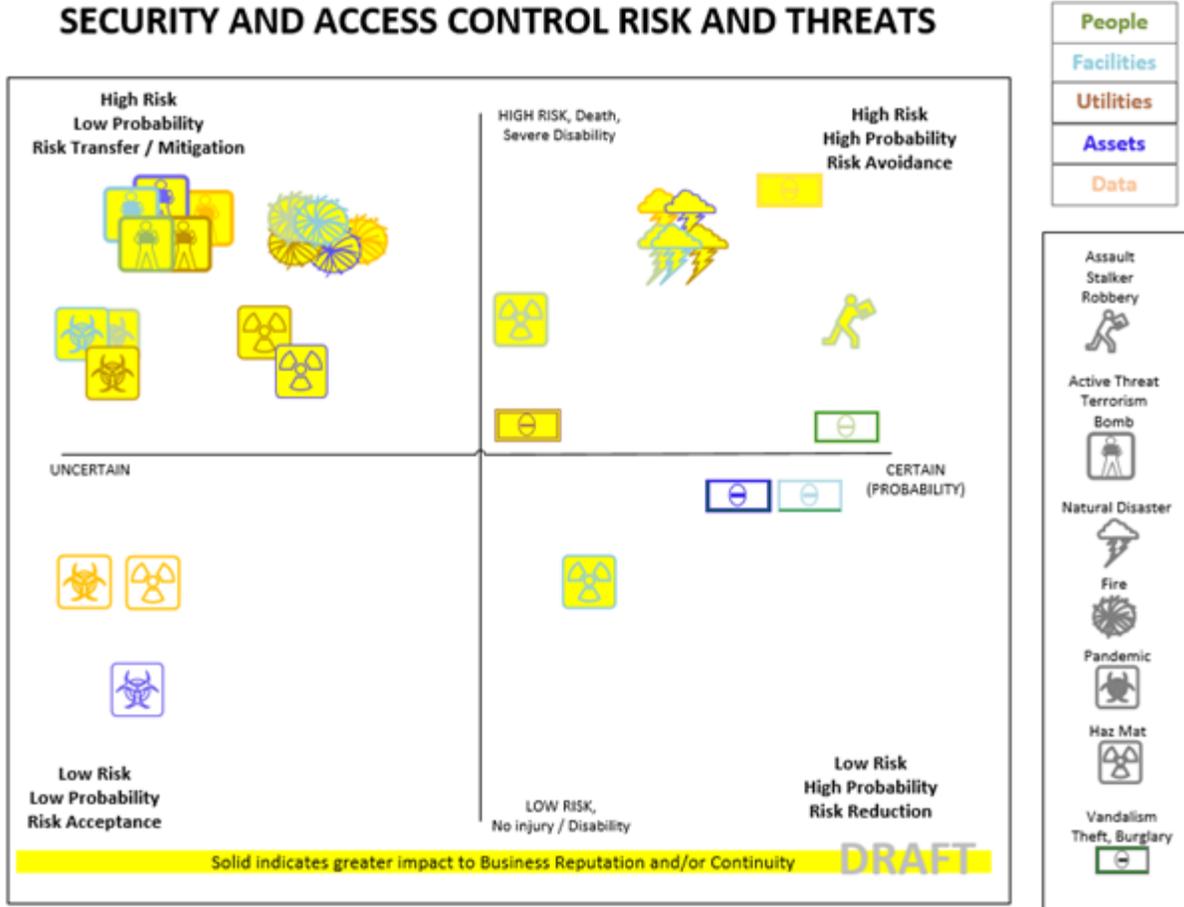
APPENDIX A: SECURITY RELATED SYSTEMS

SECURITY RELATED SYSTEMS



Security Related System at the College, smp_systems.vsd

APPENDIX B: SECURITY RELATED RISKS AND THREATS



APPENDIX C: DEFINITIONS

- **Technology:** software and hardware used by the College for security and business decision.
- **Operations:** People, policies, training and communications initiatives which flow throughout the College.
- **Strategy:** Vision, goals and initiatives to protect the organization from threats in line with vision and goals of the College.

APPENDIX D: PCC BUILDING STATS

CAMPUS	BUILDING DESIGNATOR	OLD BUILDING DESIGNATOR	BUILDING NAME	ORIGINAL CONSTRUCTION DATE	DATE ACQUIRED	GSF	USEABLE	ASSIGNABLE	ACREAGE	PARKING LOTS	PARKING SPACES	
DESERT VISTA												
	E		Health Sciences Lab Building	1993		3,360	2,719	2,435				
	F		Plaza Building	2000		43,131	37,214	29,400				
	FC		Fitness Center Building	2004		12,713	10,487	5,015				
	G		G Building	2005		1,989	1,865	1,865				
	H		Mesa Building	2013		2,130	1,923	1,923				
	J		Nursing Office Building	2015		2,130	1,933	1,578				
	K		Facilities Storage Building	2016		996	953	953				
	PUEBLO		Pueblo Building	1986	1993	86,961	82,220	61,513				
						TOTAL:	153,410	139,314	104,682	61.51	3	934
DISTRICT OFFICE												
	A		A Building	1982		19,798	17,838	12,671				
	B		B Building	1982		22,800	20,322	15,195				
	C		C Building	1982		33,844	28,278	20,027				
	D		D Building	1982		23,201	20,988	15,732				
						TOTAL:	99,643	87,406	63,625	5.45	2	309
DOWNTOWN												
									23.83			
	AH		Arts & Humanities Building	2001		15,839	15,330	11,109				
	CC		Campus Center Building	1977		48,231	44,505	31,386				
	CD		CD Building	2001		3,011	2,730	1,756				
	CO		Campus Operations Building	1992		9,900	9,097	7,761				
	CP		Central Plant Building	2002		2,563	2,311	0				
	FA		Facilities Building	1972	1974	1,792	1,712	1,712				
	LB		Library Building	1974		33,511	31,097	25,582				
	RV		Roosevelt Building	1930	1982	23,095	20,418	14,263				
	SL		Student Link & Information Center Building	2001		5,706	5,241	5,091				
	ST		Science & Technology Building	2000		68,827	62,825	43,988				
	H1		Tucson Inn	2018		51,670			1.19			
	H2		Fortuna	2018		74,412			1.69			
	H3		Frontier	2018		52,416			1.20			
						TOTAL:	390,973	195,266	142,648	27.91	4	1,370
EAST												
	AB		Astronomy Building	1990		704	603	603				
	CP		Central Plant	1989		2,703	2,469	0				
	E1		Educational Building 1	1981		7,596	7,270	4,626				
	E2		Educational Building 2	1981		12,065	11,532	6,546				
	E3		Educational Building 3	1981		7,596	7,060	4,263				
	E4		Educational Building 4	1985		14,137	13,395	8,044				
	E5		Educational Building 5	1981		12,115	11,313	7,665				
	E6		Educational Building 6	1989		7,200	6,526	5,953				
	E7		Educational Building 7	2000		15,748	14,959	10,931				
	LSC		Library Student Center	1989		67,246	61,885	48,388				
	M5		Relocatable M5	1994		1,440	1,306	1,306				
	M6		Restroom Building	2015		547	449	0				
	O1		Office Building 1	1981		9,213	8,283	5,427				
	O2		Office Building 2	2000		4,890	4,485	2,054				
	SB		Storage Building	1981		400	367	367				
	UR		Utility Room	1981		306	255	255				
	VT		Veterinary Technology Clinic	2002		1,457	1,283	1,283				
						TOTAL:	165,363	153,440	107,711	53.74	2	1,131
MAINTENANCE & SECURITY												
	AS		Automotive Services Building	1992		9,856	9,560	4,805				
	MS		Maintenance & Security Building	1988		58,042	55,668	50,852				
						TOTAL:	67,898	65,228	55,657	9.16	1	224
NORTHWEST												
	A		A Building	2003		39,841	34,721	24,296				
	B		B Building	2003		35,210	29,135	24,564				
	C		C Building	2003		16,477	14,067	11,445				
	D		D Building	2003		14,489	11,484	9,645				
	E		E Building	2003		14,926	12,624	8,792				
	G		G Building	2014		59,245	53,070	33,617				
	L		L Building	2003		3,797	3,087	1,625				
	M		M Building	2010		1,728	1,531	1,531				
						TOTAL:	185,713	159,719	115,515	54.49	3	1,023
WEST												
	A	STRITA	Santa Rita Building	1970		83,443	68,402	44,676				
	B	GYM	Gym Building	1970		51,606	37,706	23,671				
	C	SANCAT	Santa Catalina Building	1970		145,066	126,357	76,377				
	CC		Center for the Arts Communication Building	1990		5,918	5,325	3,562				
	CD		Center for the Arts Drama Building	1990		31,437	28,442	15,409				
	CE		Comfort Station Building, East	1976		898	732	477				
	CM		Center for the Arts Music Building	1990		10,304	8,566	6,639				
	CS		Carpentry Shop Building	1976		3,232	3,232	3,232				
	CT		Cooling Tower Building	1970		940	843	0				
	CW		Comfort Station Building, West	1976		898	726	471				
	D	HRP	Health Related Professions Building	1970		15,125	12,290	8,141				
	E	TORT	Tortolita Building	1970		21,810	19,797	11,338				
	F	RINCON	Rincon Building	1970		43,466	38,506	14,871				
	FS		Fitness & Sports Sciences Building	1976		23,279	21,068	17,799				
	H	TUCSON, CBS	Tucson Building	1970		41,718	35,632	19,426				
	HM	HF	Hazardous Materials Building	2002		569	498	498				
	J	SNPEAK, CBN	Sentinel Peak Building	1970		39,379	33,637	18,921				
	K		Science Building	1970		40,819	37,914	26,241				
	L	ART	Art Building	1970		17,941	16,709	13,133				
	R	TUMAC	Tumamoc Building	2000		11,110	9,784	8,165				
						TOTAL:	588,958	506,166	313,047	253.44	2	3,052
LEARNING CENTERS												
29th Street Coalition Center	A		PSESI Building			15,975	12,366	8,921	8.74	2	271	
29th Street Coalition Center	B		Adult Education Building			28,888	24,988	17,269				
29th Street Coalition Center	C		Library Building			2,524	2,339	2,265				
29th Street Coalition Center	D		Portable 5 Building			840	802	802				
29th Street Coalition Center	E		Portable 2 Building		2012	864	824	824				

29th Street Coalition Center	F	Portable 1 Building	2012	856	813	813			
29th Street Coalition Center	G	Portable 3 Building	2012	832	791	791			
29th Street Coalition Center	H	Portable 5	2012	832	791	791			
Arizona State Prison	P1	Portable 1	2009	1,440	1,281	1,170			
Arizona State Prison	P2	Portable 2	2009	1,440	1,329	1,329			
Aviation Technology Center	ATC	Aviation Technology Center	2001	48,274	46,103	30,635	6.59	1	108
Clements Center	CLEMEN	Recreation Building	2002	17,363	13,706	7,392	6.50	1	185
Clements Center	CLEMFC	Fitness Center	2002	27,061	24,177	20,484			
Davis Monthan Air Force Base	DMAFB	DMAFB	2016	4,044		3,666			
El Pueblo Learning Center	EPLC	El Pueblo Learning Center	2001	23,407	14,194	12,740	2.69	1	176
El Rio Learning Center	ERLC	El Rio Learning Center	2001	13,627	11,987	9,056	4.41	1	153
Green Valley Learning Center	GVLC	Green Valley Learning Center	2003	17,664	16,005	9,833	18.45	1	103
Truck Driving Range	P1	Classroom Portable 1	1999	1,444	1,357	1,357			
Truck Driving Range	P2	Office Portable 2	1999	1,536	1,360	1,238			
YMCA	100	100 Building	2003	3,020	2,745	2,745	14.24	2	344
YMCA	200	200 Building	2003	37,158	33,780	27,733			
YMCA	300	300 Building	2003	3,535	3,215	2,969			
TOTAL:				252,624	214,953	164,823	61.62	9	1,340
GRAND TOTAL:				1,904,582	1,521,492	1,067,708	527.32	26	9,383