

**Request for Proposal
Center of Excellence in Applied Technology
Advanced Manufacturing – AV Systems**

DUE IN: The deadline for receipt of sealed Proposals is: **May 12, 2022 at 4:00 p.m. Arizona Time.** Proposals must be electronically submitted by this deadline to the following location: EMAIL: **do-bids-proposals@pima.edu** ****ELECTRONIC SUBMITTALS REQUIRED****

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

PRE-SUBMITTAL CONFERENCE: The Pre-Submittal Conference will take place on **May 3, 2022 at 1:00 PM. Arizona Time via videoconference.**

Pre-Submittal Meeting Link: <https://meet.google.com/few-jpww-fkc?hs=122&authuser=0>

Call In Phone #: (US)+1 402-644-1740

Conference ID: 857 599 018#

Links: **Audio Visual Design Plans - [Pima AM - TA 010622.pdf](#)**
 Audio Visual Bid Document - [27-4116 - Integrated Audio Visual Systems](#)
 PCC Division 1 Document - [Division 1 AM +ST Building Volume Project Manual](#)

Questions pertaining to this Request for Proposal (“RFP”) must be communicated in writing and be received via email, listed below, by **May 4, 2022 at 3:00 PM (Arizona Time)**. Questions shall include the specified Buyer’s name and title, 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 **May 6, 2022 at 5:00 PM (Arizona Time)**:

Carole Quintana, Sr. Procurement Analyst
Kevin Startt, Sr. 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/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 Procurement and Payment Services
Pima County Community College District
4905 East Broadway, Room D-232
Tucson, Arizona 85709-1420

Publish Daily Territorial: April 19 and 26, 2022

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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 the Center of Excellence in Applied Technology, Advanced Manufacturing - AV Systems, in accordance with the Scope of Work specified in this RFP. The proposal will be limited to audio-visual systems for the Center of Excellence in Applied Technology, Advanced Manufacturing building. The agreement will be awarded to a single firm.

The Center of Excellence is located at Downtown Campus located at 1255 N. Stone, Tucson, AZ 85709.

This project is funded through approved FY22 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

Pima Community College is looking for an AV vendor with experience procuring, installing, and supporting audio-visual solutions for the Center of Excellence in Applied Technology, Advanced Manufacturing building. This building will house multiple classrooms, labs, study rooms, and support areas for the Automated Industrial Technology (AIT), Computer-Aided Design (CAD), Machining (MAC), and Welding (WLD) programs as well as associated faculty offices and conference rooms.

General Outline:

1. Project Scope

- A. The Audiovisual Contractor shall furnish and install Infrastructure and Major Equipment for the systems including but not limited to wire, cable, equipment racks, wiring devices, and listed Major Equipment. Infrastructure, Major Equipment, and installation of Infrastructure and Major Equipment shall be bid as one portion of the project.
- B. The Audiovisual Contractor shall furnish line item pricing for Infrastructure and Major Equipment List written in this specification.
- C. The Audiovisual Contractor shall provide a description of their project methodology and structure.
- D. The Audiovisual Contractor shall provide a delivery and installation schedule.

2. Background

Pima Community College IT has standardized on Crestron products to provide the equipment that controls the AV system. We have also standardized where ever possible on Epson projectors and desktop document cameras, Vaddio PTZ camera, Netgear AV switches, Samsung or Sony displays, SMART Interactive Displays, Kaptivo whiteboard capture systems, and WolfVision Cynap Pure wireless presentation devices. The digital signage system is under review, therefore the player hardware required is TBD and will not be a part of the scope of this project.

3. Technical Requirements / Functional Requirements

- A. Welding Lab - N106
 - a. The welding lab is an instructional workshop space in which education is enhanced by AV technology. Several huddle stations will be provided for small group collaboration and instruction. Each station is comprised of a wall-mounted, interactive touch monitor with a laptop input wall plate and a small push-button control panel. Users can display personal devices via wired or wireless connections, and a host computer will also be provided.
 - b. In addition to the fixed workstations, a mobile display cart will support flexible configurations. A wireless camera and tablet will allow instructors to film equipment close-ups and show the footage to students using the mobile display.
 - c. Installed equipment will be located behind each display station, mounted neatly to slide-out equipment plates to facilitate access for future maintenance.

- B. Portable Assistive Listening Systems (ALS)
- a. To comply with ADA requirements for reasonable accommodations, each instructional space shall include an audio output plate in the equipment rack for a portable Assistive Listening System (ALS). An ALS may be installed in a space per semester or individual event as required.
 - b. Each portable system shall include transmitters, receivers, ear speakers, neck loops, chargers, case, rack-mount accessories, and all ancillary components required for a complete, ADA-compliant system.
- C. Classrooms with Hybrid-Flexible (Hy-Flex) Learning - N104, N105, S107, S108, S119
- a. Classrooms will function as traditional educational spaces wherein an instructor presents materials to a body of students using an AV presentation system. The typical Hy-Flex room also incorporates distance learning through use of two (2) PTZ cameras, ceiling array microphone, and confidence monitors for the presenter, mounted to the rear wall.
 - b. The Hy-Flex room supports various source devices, including instructor laptops/tablets, an owner furnished host computer, document camera, and wireless presentation device. The headend electronics will allow distribution of any source to any display independently.
 - c. The primary instructional display is an 86" interactive display, and two (2) 75" displays will be provided in the rear of the room as confidence monitors.
 - d. Two (2) PTZ cameras, a wireless lavalier microphone, and a ceiling array microphone will support distance learning. The wireless microphone may also be used for speech reinforcement within the space. Program audio, far-side conferencing audio, and voice lift will be supported via ceiling loudspeakers.
 - e. A whiteboard camera is also provided for whiteboard capture via connection to the campus network.
 - f. System electronics will be installed in an AV equipment rack. The surface of the teaching station shall include an AV touch panel for system control, as well as wired user connections within a cable cubby enclosure. The touch panel shall support typical room functions and scenarios with single-button operation. Provide all rack accessories, blank plates, fasteners, cable management, and ancillary components required for a complete, tidy installation. The equipment shall connect to room components via a designated/custom wall box with conduit to each device location as specified in the TA series drawings.
- D. QAQC - S106
- a. The QAQC room system builds upon the typical Hy-Flex classroom system with an additional wall mounted display. In addition to the typical instructional setup, this space will support a group work and collaboration setup, with students connecting devices at each of the wall display locations.
 - b. At the single monitor station, a wall plate input will support local user device connections. Two (2) HDMI connections will be provided in a plate beneath the rear confidence monitors. Each station will include a touchscreen control panel.
- E. Independent Study Room - N102, N103, N301, S116, S117, S118, S202, S204, S207, S208, S209, S210

- a. The independent study rooms are informal learning spaces for individual or small group learning. Audiovisual systems in these rooms will aid learning through wired and wireless connections to user devices, an owner furnished host computer, a wall mounted display, and an integrated camera/microphone/sound bar unit. The host PC and integrated soundbar will allow students to collaborate with remote learners via software based web conferencing platforms. The system will be controlled via a wall mounted push-button controller.
- F. Digital Signage (Standard) - N100, S301, S355
- a. Digital signage displays will display announcements and other campus messaging via the campus-wide digital signage system. Each location will include a flat panel display and digital signage player (TBD), connected to the building network for content, updates, and control.
- G. Digital Signage (Dual Display) - N101, S101
- a. Dual display signage locations will display campus messaging and operate in a similar manner to standard digital signage systems. Each location will include two flat panel displays with a dual-output digital signage player (TBD) for connection to the campus signage system.
- H. Machine Tools - S125
- a. Machine tools will serve as a workshop space with several group collaboration areas. Each collaboration display will have a dedicated, owner furnished computer, as well as wired and wireless connectivity for user devices.
 - b. A multi-zone speech reinforcement system will be provided to aid communication and instruction. This system will also include an ALS for ADA compliance.
 - c. A mobile display unit will be provided for flexible learning setups. The mobile display setup includes a wireless camera and tablet for filming equipment while in use.
 - d. The machine tools system will be controlled from touch panels located at each wall station. Headend electronics will be located in an equipment credenza within the Tool Crib.
- I. Metallurgy and Vacuum Furnace - S113/S114
- a. The metallurgy and vacuum furnace rooms are educational spaces with several unique requirements. Metallurgy is used primarily as a teaching space and will include all features of the typical Hyflex classrooms. The metallurgy system expands upon the standard system with additional HDMI inputs for laboratory equipment located above the counter at the west wall. Furthermore, the system supports communication between metallurgy, vacuum furnace, and the exterior space immediately outside metallurgy.
 - b. The vacuum furnace room includes ceiling loudspeakers, a high temperature camera, and high temperature microphone for bidirectional communication with the metallurgy room. The camera may be installed at one of several infrastructure locations.
 - c. A 360-degree multi-head camera in the exterior space allows the instructor to monitor activity during special events. Four (4) exterior loudspeakers are also provided for speech announcements and instructions.

- d. Several wireless microphones are provided for speech reinforcement and communication between each of the three spaces. The control system shall contain controls microphone routing (with preset scenarios and custom control options). Final functionality and control layout should be reviewed and validated with the owner.
 - e. Source electronics for metallurgy (such as the owner furnished host computer) are located in the instructor's station (provided by others). Other headend processing electronics are installed in an AV credenza within the Tool Crib. System components are controlled via a wireless touch panel, typically docked at the metallurgy instructor station.
- J. Idea Lab - S120
- a. The Idea Lab is a highly flexible space designed to foster creativity and improve communication through use of technology systems. To best serve this function, the audiovisual equipment in the space will be used in various flexible configurations.
 - b. To support presentations, a 2x2 LCD video wall will be installed in the front of the space. This screen can show a single content source or four different sources, selectable from the touch panel controller. Two additional wall mounted displays can function as confidence monitors in presentation mode, or they can be used as independent huddle stations for small group work.
 - c. The lab includes wireless microphones and ceiling loudspeakers for conferencing/program audio and speech reinforcement. Ceiling array microphones are provided for room audio during active teleconferences.
 - d. Source devices include owner furnished computers, user devices, wireless presentation device, and a document camera. A whiteboard camera is also provided for whiteboard capture via the campus system.
 - e. System electronics will be installed in an AV credenza at the front of the room. A hardwired, tabletop touch panel will be installed at the credenza surface for system control.
- K. AIT Classroom - N207
- a. The AIT Classroom will feature a typical classroom system with smaller, 65" rear displays. The system is otherwise similar to the typical Hyflex Classroom system. See article 1.8.C for more information.
- L. Int AIT Lab - N206
- a. The audiovisual system for the INT AIT Lab will operate in multiple modes, offering the opportunity to use the space for a single presentation or for two separate collaboration sessions. 98" LCD displays in the front and rear of the space can display either the same content or unique content as required. Each display location includes hardwired user device inputs, wireless presentation capabilities, a dedicated owner furnished computer (installed in the rack), and a wall mounted control panel.
 - b. Wireless microphones and zoned ceiling loudspeakers are provided for speech reinforcement.
 - c. In addition to the fixed system, two wireless cameras and tablets are provided to enhance instruction by enabling faculty and students to film lab equipment and broadcast the footage to the room system.
 - d. Electronics will be installed in an AV credenza at the front of the room.

- M. Adv AIT Lab - N204
- a. The Adv AIT Lab is identical to the Int AIT Lab with the addition of one extra 98" display station (three total stations). See 27 4116, article 1.8.L for more information.
- N. Lab Super - N205
- a. A streamlined AV system in the Lab Super room will help faculty with lab prep tasks for the adjacent AIT labs. This system includes two wall mounted LCD displays, an owner furnished computer, hardwired HDMI inputs for user laptops, and a push-button control panel.
 - b. The AV electronics will be wall-mounted behind the displays on slide-out equipment panels.
- O. Community Room - N201
- a. The Community Room is an informal gathering space with two flat panel displays that will typically operate as digital signage monitors. The space will also support presentations and special events using wireless presentation capabilities, wired user inputs, and cable TV tuners.
 - b. Wireless microphones and ceiling loudspeakers are provided for speech reinforcement. An assisted listening system is also provided for ADA compliance.
 - c. System electronics will be installed in an AV equipment credenza beneath the display.
 - d. A wall mounted touchscreen will be provided for system control. The control panel shall be password protected to prevent unauthorized student use.
- P. AIT Work Lab - S206, S211, S212
- a. The AIT Work Lab system is typical of the AIT Optics Lab, AIT Soldering, and AIT Computer Lab. This system is identical to the Hyflex Classroom system except for the addition of an Apple TV. See article 1.8.C for additional information.
- Q. Flexible Industry Training (FIT) - S201
- a. The FIT room is one of the building's premier spaces, designed to maximize flexibility and accommodate myriad event and presentation setups. The room may be used for lecture-style presentations, manufacturer presentations, tradeshow/career fair setups, and other special events. A combination of permanent and portable systems will be used to help facilitate each programmatic use of the space.
 - b. The permanent video system includes three ceiling mounted projectors and three electric projection screens along the east wall to support large presentations. Podiums (provided by others) will connect to the room system via floor boxes at each screen location. Each podium will contain an AV encoder for laptop/tablet connections, a gooseneck microphone, and a wireless touchscreen control panel.
 - c. The space also includes a multi-zone audio system consisting of column array loudspeakers at the front of each presentation area, as well as distributed ceiling loudspeakers. These systems will support program audio and speech reinforcement. Wireless microphones will be provided, with controls to route each microphone to the appropriate zone. A multiple channel assisted listening system is provided for ADA compliance.
 - d. Source electronics include three owner furnished computers and three wireless presentation devices.

- e. Three mobile carts with LCD displays are provided to increase flexibility. The displays will typically operate in a standalone fashion, independent of the integrated room system.
 - f. System electronics will be installed in a 45RU AV equipment rack located in storage room S201A.
- R. CAD (Beginning) - N309
- a. The Beginning CAD room features a system similar to the typical Hyflex Classroom system. The CAD system replaces the typical 86" interactive display with a non-interactive 98" LCD but is otherwise identical in function. See article 1.8.C for additional information.
- S. CAD (Adv) - N308
- a. The Advanced CAD room system is the same as the typical Hyflex Classroom system. See article 1.8.C for additional information.
- T. CAD (Int), Breakout, and Exhibition - N300, N303, N305
- a. The Intermediate CAD, Breakout, and Exhibition spaces can operate independently or in various combinations using retractable partitions.
 - b. Intermediate CAD is similar to the Beginning CAD room but with one additional 75" display (three total) for use as a confidence monitor and for small group collaboration.
 - c. The Breakout room features a single 98" LCD display for presentations. Software conferencing and distance learning are supported via a PTZ camera and ceiling array microphone.
 - d. The Exhibit space is a covered exterior space with an outdoor-rated LCD display and wall-mounted loudspeakers. A digital signage player is provided to enable exterior digital signage while the space is not in use.
 - e. The three spaces feature an integrated, multiple zone audio system for program audio and speech reinforcement. An assortment of wireless mics will be used for the spaces, and the control interface will allow each to be easily routed to the appropriate zones.
 - f. System electronics will be installed in an equipment credenza located in the Breakout room. Several devices, such as the host computer, will be located in the CAD instructor's station to ensure the device is accessible while the spaces are in the subdivided configuration. The system will be controlled via wireless touchscreens located at the CAD instructor's station and Breakout room equipment rack.
- U. Conference Room (without scheduling) - S303, S307
- a. The audiovisual system for the standard conference room features a non-interactive 85" LCD as the primary display. Sources include an owner furnished computer, wireless presentation device, and user devices via a hardwired HDMI connection at the conference table.
 - b. Web conferencing is supported via a PTZ camera, ceiling array microphone, and ceiling loudspeakers.
 - c. The system is controlled from a tabletop touchscreen at the conference table. System components will reside in a slim profile AV credenza beneath the display.
- V. Conference Room (with scheduling) - S343, S349

- a. These rooms will include scheduling panels outside the entrance to indicate when the space is available or in use.
- b. These systems are otherwise identical to the typical conference rooms. See article 1.8.U for more information.

W. Large Meeting Rooms & Event Patio - S338 / S339 / S360

- a. The Large Meeting Rooms and Event Patio are flexible spaces that will serve a variety of functions. The meeting rooms can be combined or separated by a retractable partition. The rooms can also be opened to the exterior Event Patio space for larger special events.
- b. Each meeting room features a ceiling mounted projector and electric projection screen. An additional screen is provided at the east wall for added flexibility in the combined mode. Lecterns (provided by others) for each space can connect to the room system at one of several floor boxes or wall plates. One mobile cart with a 75" LCD display will be provided for use at the exterior space.
- c. Source electronics include owner furnished host computers, wireless presentation devices, and user devices via wired connections at the lecterns.
- d. Assorted wireless microphones are provided for speech reinforcement. Two PTZ cameras and two ceiling array microphones in each room will be used for web conferencing.
- e. Exterior loudspeakers are provided for speech reinforcement for events using the event patio. The exterior space also includes several AV connection boxes for future portable equipment (by others).
- f. Equipment will be installed in a 45RU equipment rack in Storage S341.
- g. The system will be controlled from wireless touchscreens located in the AV lecterns. The retractable partition shall feature high and low infrared sensors to automate control system presets (separate/combined modes). A manual override feature should also be provided in case of sensor malfunction.

SEE ATTACHED SCHEDULE A**4. Timeline and Due Dates**

The installation timeline is dependent upon the substantial completion of the building. The current expected substantial completion timeline is November 2022.

5. Project Deliverables

- A. Furnish shop drawings and receive approval, prior to fabrication and installation.
- B. Furnish all materials and labor and any engineering services to supply a complete and professionally installed system in working order as described herein. Labor furnished shall be specialized and experienced in audiovisual system installation.
- C. Furnish and install all wire and cable called out in the Contract Documents.
- D. Coordinate all back-box locations with the Electrical Contractor and appropriate general trades.
- E. Furnish any additional items, not specifically mentioned herein, to meet system requirements as specified, without claim for additional payment. Such items may include but are not limited to

hardware, transformers, line/distribution amplifiers and other devices for proper installation, interface, isolation, or gain structure.

- F. Perform initial adjustments and verification tests. Submit verification test report to the Architect five days prior to commissioning.
- G. Participate in acceptance testing and perform final adjustments utilizing Audiovisual contractor furnished test equipment and project engineers.
- H. Furnish and participate in user training.
- I. Furnish system documentation including copies of all relevant drawings and equipment manuals in compliance with the Contract Documents.
- J. Furnish copies of purchase documentation to PCC's Crestron representative for A+ points tracking.
- K. Furnish maintenance services for the specified period from the date of acceptance.
- L. Guarantee all new equipment, software, hardware, components, and workmanship for the specified period from the date of acceptance.

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 may result in disqualification of the proposal.**

The College is currently NOT accepting "hardcopy" solicitation responses via mail or drop-off at District Office. District Office has been temporarily closed to the public. The College will only accept solicitation responses electronically via submission to the following email address and must be received at **do-bidsproposals@pima.edu** by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.

All Proposal materials must be sent electronically and clearly marked in the subject line with the Company Name, solicitation title, solicitation number, and calling for the attention of the assigned Procurement Analyst.

It is the responsibility of the firm to ensure that Proposal(s) is received electronically by the Due Date and Time stated on the Cover Page of this solicitation or as amended by a solicitation Addendum.

A. The proposal packet must consist of one (1) original copy of the proposal in PDF format, clearly marked "Original". The firm's Proposal packet must be one combined PDF document with all required documentation. Do not submit your response as separate files.

B. Proposal must be typewritten on standard paper size (8½ x 11 inches), and include page numbers.

C. The Proposal will incorporate the Forms provided in this RFP solicitation. It is permissible to copy these forms as required. The authorized person signing the Proposal will initial erasures, interlineations or other modifications on the Proposal forms.

D. Responses are to be provided on the Forms included in this solicitation. 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. Supporting documents must be clearly titled and reference the applicable form.

E. The Proposal should be organized in sections with Tabs 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](#)) and Material Cost Sheet (Schedule A), 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).
- h. Prices for Category of Services shall be listed hourly, including the total cost and the total **estimated** number of hours required to complete the services, and, if applicable, any individual category of the services.

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. Examples of relevant projects.
- e. Description of the firm's capabilities to provide the requested product(s)/service(s).
- f. 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.
- g. Required Arizona Registrar of Contractors license and applicable certifications for the requested services.
- h. Overview of approach and description of methodology to be used.
- i. Description of project structure and detailed project timelines and phases (if applicable).
- j. 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 a 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.

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. The Criteria that will be used by Pima to evaluate proposals include, but are not limited to, responses submitted to the "Proposal Submittal Requirements" [Section 6](#) of this RFP, and are as follows:

(Note: The following Criteria are not in priority order.)

- a. Firm Experience and Qualifications** 40 pts
 - i. Experience with projects of similar type and scope.
 - ii. Experience with institutions of higher education and private and public sector organizations.
 - iii. Crestron certified partner preferred.
 - iv. Examples of relevant projects.
 - v. Three Relevant References
- b. Project Staff Expertise / Implementation and Operational Teams** 25 pts
 - 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.
- c. Project Methodology and Structure (if specified in Scope of Work)** 15 pts
 - i. Description of the approach, methodology, and project structure to be used to satisfy the College's project scope and objectives.
 - ii. Implementation and/or delivery schedule
 - A. Proposed timeline reasonableness and responsiveness to project's intended outcomes.
- d. Financial Proposal** 20 pts
 - i. Total cost to College as it relates to the services.

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 the 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.

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**

Section 6 Proposal Form

Date _____

Proposal of **Center of Excellence in Applied Technology Advanced Manufacturing – AV Systems,**
(Company Name)

- a corporation organized and existing under the laws of the State of _____;
- a partnership, registered in the State of _____, and consisting of _____;
- an individual trading as _____, located at _____;

This Proposal is submitted in response to RFP No. P22/10052, Center of Excellence in Applied Technology Advanced Manufacturing – AV Systems
[provide title or brief description]

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the RFP.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

| Addendum No. | Date: |
|--------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that your firm (check the appropriate areas):
 women-owned business; minority-owned business; labor surplus area firm

does **or** does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102).

If it does, please "CHECK" one of the following:

- small business;
- 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. Note: All costs shall be included here; No additional expenses shall be billed to College for any reason (ie; travel cost, per diem, lodging).

Prices for Category of Services shall be listed hourly, including the total cost and the total **estimated** number of hours required to complete the services, and, if applicable, any individual category of the services.

See Schedule A for Material Cost Sheet located on PCC Website under this RFP Document

Installation/Labor Cost

| Category of Service | Hourly Rates | Estimated Number of Hours | Total Cost |
|---------------------|--------------|---------------------------|------------|
| Engineering | \$ _____ | _____ | \$ _____ |
| Installation | \$ _____ | _____ | \$ _____ |
| Management | \$ _____ | _____ | \$ _____ |
| Programming | \$ _____ | _____ | \$ _____ |
| | | GRAND TOTAL | \$ _____ |

Section 6 (continues)

Exceptions Requested Form

Company Name _____

Any exceptions to the requirements of this RFP, including the Contract and Scope of Work, that the Offer requests the College to consider must be addressed on this form.

Each Exception or Alternate should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will 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.

Any exceptions requested from the College' Sample Agreement must be provided, using this Exception Form. If there are **NO** proposed alternates or exceptions, a statement to that effect must be provided.

_____(initial) Contractor certifies this proposal has taken **NO** exceptions and does not propose alternates.

Exceptions/Alternates are noted in the space below or are included as an Attachment to this section.

Order Form:

_____(initial) The firm utilizes an Order Form, Sales Form or similar document for placement of orders and has included a sample attached herein for College's review and approval for subsequent use during the agreement's term. The Order Form does not contain provisions contradicting or conflicting with the Pima Community College Contract.

_____(initial) Order Form, Sales Form or similar document is not applicable.

Authorized Signature/Date

Print Name _____ **Title** _____

Proprietary/Confidential Information Form

Company Name _____

In the event the Offeror elects to include in its proposal any information deemed "proprietary" or "protected," it will package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that which is deemed confidential or proprietary by the Respondent.

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 will have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the Offeror.

If the proposal contains **NO** confidential/proprietary information, a statement to that effect must be provided.

_____(initial) Contractor certifies this proposal contains **NO** confidential and/or proprietary information.

Confidential/Proprietary Information. Contractor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. ***If additional space is required, provide information on a separate page and submit as an attachment to this form.***

Authorized Signature/Date

Print Name _____

Title _____

Section 7 Sample Agreement

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of _____, 2022 (“**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 # P22/10052)
- 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 Schedule A and 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 College reserves the right to award a Contract beginning upon award and ending June 30, 2023, or when the specified scope of work for this project is completed (“**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. 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.

6. 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: _____

Pima Community College
Tucson, AZ 85745
To CONTRACTOR:
Name: _____
Phone: _____
Email: _____
Address: _____

Administration
Name: PCC Contracts Services
Address: 4905 E. Broadway Blvd, D-232

7. ENTIRE AGREEMENT; AMENDMENTS

7.1. 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.

7.2. 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**

PIMA COUNTY COMMUNITY COLLEGE DISTRICT:

By: _____
Print Name: _____
Title: _____
Date: _____

For **CONTRACTOR**

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

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 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 and Schedule A 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) |
|-----------------------|-----------------------|



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) 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](#).