



Notice of Request for Proposals (RFP)
RFP No. P24/10063
Smart Manufacturing Line for Flexible Industry Training

DUE IN: The deadline for receipt of sealed Proposals is: **December 6, 2023 at 3:00 PM (Arizona Time)**. Proposal Packets must be electronically submitted by this deadline to the following location: EMAIL: do-bids-proposals@pima.edu ****ELECTRONIC SUBMITTALS REQUIRED**** Any packet received after the DUE IN and OPENS date and time listed above will be returned and not considered.

PRE-SUBMITTAL CONFERENCE is **OPTIONAL** but highly recommended and will be held virtually online. The purpose of this conference is to discuss requirements and review solicitation documents.

Date: **November 28, at 1:00 P.M. (Arizona Time)** at the following link:
Pre-Proposal Meeting Link: <https://meet.google.com/mkz-ooha-vkd>
Call In Phone #: (US) +1 218-301-2053 PIN: 116 942 414#

Questions pertaining to this Request for Proposal (“RFP”) must be communicated in writing and be received via email, listed below, by **November 28, 2023, at 4:00 PM (Arizona Time)**. Questions must be sent to the email address below and should include the specified Procurement Analyst’s name and RFP number. Question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Pima Community College webpage listed below by **November 29, 2023, at 5:00 PM (Arizona Time)**:

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

Copies of the Request for Proposals (**RFP**), possible future addenda, questions and answers, and any related documents are available on the Pima Community College Website: <http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html>. It is the responsibility of all respondents to check the Website periodically for addenda and/or updates to the solicitation and to obtain this information in a timely manner. Failure to include acknowledgement of all addenda may be cause for rejection of the Proposal.

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).

Kevin Startt, Manager
Procurement & Payment Services
Pima County Community College District
4905 East Broadway, Room D-232
Tucson, Arizona 85709-1420

Publish Daily Territorial: 11/16/223 and 11/24/223

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Section 1: Introduction

Pima County Community College District (“College”) is seeking proposals from qualified firms for a Smart Manufacturing Line for Flexible Industry Training and all appropriate accessories and warranties in accordance with the Scope of Work specified in this RFP. The College intends to make a single award based on the evaluation of all offers received against the requirements contained in the Request for Proposal and award to the offeror deemed most advantageous to the College.

Entity Submitting Proposal. 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: Background Information

Pima County Community College (PCC or Pima) is a comprehensive two-year institution serving students and employers throughout Pima County in Arizona and beyond. Pima welcomes everyone striving to achieve a better life for themselves, their families, and their communities. Students have access to a broad range of high-quality programs that prepare them with the skills needed by today’s employers and to transfer successfully into four-year programs. Students benefit from Pima’s lower tuition costs and thrive at the highest levels once they transfer. Pima is in rapid transition to a high-tech institution serving the needs of the region’s growing aerospace, defense, and healthcare industries. Developing Centers for Excellence in key areas such as Applied Technology, Information Technology and Health Professions, Pima is focused on strengthening partnerships and expanding employer engagement in order to ensure that today’s students are prepared now and for many years to come.

PCC is committed to building and expanding partnerships, leveraging relationships to help drive economic development throughout Southern Arizona. The FIT (Flexible Industry Training) Lab increases PCC’s ability and capacity to meet the needs of business and industry at scale with the speed and agility that our skills-based economy demands. The FIT Lab will provide PCC learners with innovative experiential learning, training, and networking opportunities in a highly collaborative environment alongside business and industry partners.

The FIT Lab is critical to catalyzing innovation, partnership, and reimagining higher education through having a dedicated space where PCC, business and industry, community-based organizations, and municipalities can collectively find solutions to emerging challenges and opportunities. The FIT Lab will be an ecosystem where the fusion of ideas, resources, innovation, and solutions will be in partnership and collaboration.

Section 3: Scope of Work

General Information and Overview

PCC will purchase state-of-the-art manufacturing equipment that expands the capacity and capabilities of the College’s Advanced Manufacturing programs (i.e. Automation/Robotics, Computer-Aided Design, Machining, and Welding) to develop and deliver contract-based training for employers in Southern Arizona.

This purchase will include an Industrial Cyber-Physical Factory Line with multiple interconnected stations. These stations will integrate production processes with logistic automation and manage the system through an expandable Manufacturing Execution System with a Digital Twin. This production line may connect to other physical assets through a highly-dexterous, Autonomous Mobile Robot.

The College will require delivery of the Smart Manufacturing Line for Flexible Industry Training, all appropriate accessories and warranties, on or before June 15, 2024. No exceptions to this requirement

will be accepted.

ALTERNATE PRODUCT LITERATURE: Offerors submitting a proposal for products other than those specified shall submit a brochure or descriptive catalog giving detailed specifications of the proposed equipment being offered. Utilize Attachment A – Proposed Equal and/or Proposed Deviation, for each item where a deviation of Brand or Specification is proposed including descriptive product literature. Proposals received without such materials may be deemed non-responsive. The College will consider proposals that offer an acceptable equivalent or acceptable deviation to the specifications. See Proposal Evaluation Requirements for additional items of consideration.

Official Receipt: Communications shall be considered received at the time actually received in writing by the addressee or designated agent.

SPECIFICATIONS

Specification Table Requirements

The specification tables listed below list the minimum requirements. For each Minimum Requirement, indicate “yes” or “no” under Comply. If you do not meet the Minimum Requirement, indicate an “X” in the “Vendor Exception/Alternative” column and provide an explanation on why you don’t meet the requirement. Any deviations from the minimum requirements must be clearly presented on the table or in an attached letter. If no exceptions are taken, the College will expect and require complete compliance with the specifications.

The “Vendor Exception/Alternative” column might also include the College’s request for specific information. Where information is requested, please provide a response. **Failure to include the requested data may have a negative impact on the evaluation of an offeror’s proposal.**

Industrial Cyber-Physical Factory Systems		
It must include:	Comply	Vendor Exception or Alternative
Mobile and expandable stations, work together or stand alone		
Production Process		
Product Retrieval		
Product Identification or Labeling		
Product Packaging		
Palletization		
Cyber-security		
Manufacturing Execution System (MES)		
Digital Twin for multiple users		

Curriculum, permissible use of copyright materials		
Minimum 5-Year Warranty		
Instructor training and support		
Autonomous Mobile Robot System		
It must include:	Comply	Vendor Exception or Alternative
Wheeled base		
Highly dexterous collaborative robotic arm,		
integrated machine vision technology		
Compatible and integrated with MES		
Curriculum, permissible use of copyright materials		
Minimum 2-Year Warranty		
Instructor training and support		

Smart Manufacturing Line for Flexible Industry Training (FIT) all appropriate accessories and warranties must be delivered by June 15, 2024 - NO EXCEPTIONS.

Section 4: Solicitation Terms and Conditions

- 1. Request for Proposal Opening.** PROPOSALS are opened publicly by the office of Procurement and Payment Services. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. No other information will be released until time of award. Proposal results will not be given in response to telephone inquiries.
- 2. Effective period of proposals.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFP to be valid and irrevocable for one hundred twenty (120) days after the Opening Due Date and Time. Any firm who does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.
- 3. Withdrawal.** Proposals may be withdrawn until the date and time of the Opening. Proposals may not be withdrawn for one hundred twenty (120) days after the Opening.
- 4. Deviation/Exceptions/Alternate Requests.** Offerors that propose modifications or request exceptions to the contract provisions must clearly identify the proposed deviations and any proposed substitute language on the appropriate Required Submittal Form. These should be identified and submitted with the RFP response. Exceptions will be addressed during contract negotiations. Deviations must reference the specific paragraph number(s) and adequately defining the alternate or exception submitted. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of the contract.
- 5. Inquiries/Questions.** Only questions answered by a formal written amendment to the solicitation will be binding. Firms may only submit written questions via email as noted on the Cover page. Oral interpretations or clarifications will be without legal effect.
- 6. Addenda.** Any change to the solicitation RFP will be in the form of a numbered addendum issued by the Procurement and Payment Services Department. Any addendum will be posted on the College's webpage listed on the Cover page of this RFP. Other than official numbered addenda issued by the office of Procurement and Payment Services, oral or written advice or instructions made by any employees, officers, contracted consultants, or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
- 7. Cancellation.** The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.
- 8. Acceptance or Rejection of Proposals.** The College reserves the right to waive any formalities and to reject any or all Proposals or any part(s) thereof, and/or to accept any Proposal or any part thereof and/or to cancel the Request for Proposals (RFP). The College also reserves the right to reject the Proposals of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the Proposal.
- 9. Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a Proposal.
- 10. Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFP will become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.

11. Confidential Proprietary Information. If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.

The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/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 firm expressly restricts the information. The College, as a public entity subject to Arizona public records law.

12. Right to Use College Name Denied. The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.

13. Pre-Submittal Conference. If scheduled, the date and time of a Pre-Submittal Conference is indicated on Cover Page of this document. Attendance at this conference, is optional unless mandatory, is so noted on the Cover page of this solicitation. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-proposal Conference, questions may be submitted in writing via e-mail as noted on the Cover page.

14. Proposal, General Provisions.

- 1. Offer and Acceptance.** A response to the solicitation is an offer to contract with the College based on the provisions contained in the solicitation. An authorized signature on the cover letter accompanying the RFP submittal and required documents will constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which will incorporate this solicitation.
- 1. Cost of Preparation of Proposal.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal will be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.
- 1. Accuracy.** It is the responsibility of all firms to examine the entire RFP solicitation documents and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer in the form of a Proposal. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals/offers. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal/offer and may result in rejection.

15. Waiver of Damage Claim. Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer I and/or the rejection of his/her proposal/offer.

16. Protests are filed with the Procurement Director, Pima County Community College District (College), within ten (10) calendar days of the date that the Protester knows or should have known the basis of the protest or the award date, whichever is earlier. Failure to protest within the period shall be deemed a waiver of all rights to protest.

Section 5 Instructions

PROPOSAL PREPARATION. 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.**

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-bids-proposals@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.

Tab 1: Cover Letter

All Proposal responses must include the following:

- 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 (include email address and phone number);
- b. The cover letter must also identify the primary contact for this Proposal with current contact information: email address, phone number and office address.
- c. The cover letter should express the firm's interest and serve as an executive summary of the Proposal.
- d. Cover letter should reference the College's RFP number found within this solicitation.

The cover letter should be addressed to the assigned Procurement Analyst; The Proposal Table of Contents should be a maximum of two (2) pages (this item is not scored).

Tab 2: Required Submittal Forms

PROPOSAL must include all Required Submittal Forms, which are provided in this solicitation. Required submittal forms should be completed and signed by a person or an official authorized to commit the firm to a contract with the College.

The Offer will complete each of the below six (6) **Required Submittal Forms**, and organize the forms in the following order:

1. Proposal Certification Form
2. Exceptions to College's Consultant Service Agreement
3. Offeror's Proprietary/Confidential Information Form
4. Mandatory Certifications Form
 - a. Relatives Substantial Interest
 - b. Boycott of Israel
 - c. Legal Worker Verification Requirement
5. Appendix Form
 - a. Litigation
 - b. Canceled, Debarred or Suspended
 - c. Prior Use
 - d. Cooperative Agreement
 - e. Subcontract, Third Party
6. Non-Collusion Affidavit Form

Tab 3: Proposal Forms

The content of the Proposal (response to the evaluation criteria) must describe the firm's qualifications to provide an integrated library system using the Proposal Forms and sections contained herein.

This solicitation includes four (4) sections that will comprise the Proposal to be prepared by the Offeror. The Offeror will complete the sections as per the guidance and questions contained therein. Each question or form included in this RFP solicitation, along with any supporting documentation, the Offeror will submit such detailed responses together with its original Proposal packet.

1. Responses to Requirements
2. Company Experience and Service Form
3. Cost and Compensation Proposal Form
4. References Form

PROPOSAL SUBMITTAL: Proposal must conform to all requirements stated below. *Disregarding these requirements may have a negative impact on the evaluated score or result in the Offer (Proposal) being determined non-responsive and therefore not eligible for award of contract.*

1. All Proposal materials must be clearly marked with the Request for Proposals (RFP) title, solicitation number, and the firm's name.
2. It is the responsibility of the firm to ensure that complete Proposal packet submittals are received at do-bids-proposals@pima.edu by the Due Date and Time (deadline) stated on Cover Page of this RFP solicitation or as changed by a solicitation addendum.
3. The firm is responsible for delivery of their Proposal packet by the Due Date and Time (deadline) notwithstanding any claims of error or failure to perform by email transmission.
4. No Proposal modifications may be submitted orally, or via telephone, facsimile, or telegraph.
5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the College requires an offer submitted in the form of a Proposal in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the solicitation Due Date and Time.

6. Proposal Packet must be compiled in the following order:

Tab 1: Cover Letter

Tab 2: Required Submittal Forms

Tab 3: Proposal Sections & Forms

Section 6 RFP Selection Process, Evaluation Criteria, Interviews, Negotiations

Overview of the Selection Process

1. A qualified selection committee will evaluate and score responses based on the selection criteria and relative weight of the selection criteria stated in this Request for Proposals.
2. Following the evaluation and ranking of Proposals, the College may, at its discretion, interview the top-ranking firms.
3. The College reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process will be taken into consideration when evaluating the stated criteria.
4. The College will award contracts to firms, based only on the scores resulting from the evaluation of the Proposals, and interviews (as deemed necessary); followed by the successful **negotiation** of fair and reasonable fees schedules with the highest ranked and most qualified firms.
5. Additional Investigations: The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a Proposal.

Proposals will be evaluated, and rank ordered, by an evaluation committee. It is the responsibility of the responding firm to provide CLEAR AND CONCISE information specifically addressing all of the Evaluation Criteria.

A Selection Committee (SC) will evaluate Proposals and score based on the following Evaluation Criteria, which are listed in descending order of importance:

- | | | |
|-----------|---|-------------------------|
| a. | Firm/Staff Experience and Qualifications | <u>40 Points</u> |
| | <ol style="list-style-type: none">i. Experience with projects of similar type and scope.ii. Experience with private and public sector organizations, and institutions of higher education.iii. Proven and demonstrated hands-on expertise of key management team members and staff in this area of work.iv. Demonstrated expertise in being a strategic partner with clients.v. Demonstrated expertise in providing customer service after installation to include problem solving and providing timely and accurate answers. | |
| b. | Project Methodology and Structure | <u>30 Points</u> |
| | <ol style="list-style-type: none">1. Description of the approach, methodology, and project structure to be used to satisfy the College's project scope and objectives. | |
| c. | Financial/Cost Proposal | <u>20 Points</u> |
| | <ol style="list-style-type: none">i. Total cost to College as it relates to the services. | |
| d. | Relevant References | <u>10 Points</u> |

Interviews: Following the evaluation, scoring, and ranking of the Proposals, the College may, at its discretion, interview the top-ranking firms.

Selected Offeror(s) may be required to make virtual oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentation (which may be virtually). Costs and equipment for such presentations are the responsibility of the Offeror.

Negotiations of Contract Terms and Compensation Fee Schedule: The College may enter into negotiations

with the highest ranked Proposal on the final list. The negotiations will include a request for compensation fee schedules to determine fair and reasonable compensation; and consideration of any requested exceptions taken by the Offeror to the Consultant Service Agreement terms.

Section 7 Contract Award and Execution

A. GENERAL

Upon execution of the contract, a copy of this RFP will be attached to the contract and all conditions of this RFP will become conditions of the contract unless specific conditions of the RFP are deleted by other terms of the contract.

B. FINANCIAL STABILITY

If requested, prior to contract negotiation and award, furnish appropriate documentation to substantiate the financial stability of the firm to undertake the services required for this program.

C. 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 6) 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, but and more years, but may not exceed a continuous ten-year period including the renewals.

D. 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.

Required Submittal Forms

Proposal Certification Form

In response to **RFP No. P24/10063 Title: Smart Manufacturing Line for Flexible Industry Training** this proposal is submitted

by: _____,
(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 _____
(address)

Federal Tax Id No. _____

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 will remain in effect for a period of one hundred twenty (120) calendar days as of the Due Date for proposals 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:		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.

Authorized Signature/Date

Print Name

Title

Email address

Phone #

Exceptions Requested Form/Vendor Order 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

Mandatory Certifications Form

Company Name _____

A. Conflict of Interest Certification

_____ (*initial*) The Offeror certifies that to the best of his/her knowledge there is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this Request for Proposal.

_____ (*initial*) 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 Request for Proposal, and the nature of the substantial interest, are included below or as an attachment to this certification form.

First, Last Names	Title

B. Boycott of Israel Certification

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 Contractor is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of Israel.

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

_____ (*initial*) Accordingly, the Offeror by initialing certifies Offeror 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.

C. Forced Labor Certification

As required by the Arizona Revised Statutes § 35-394, 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 Contractor does not currently use Forced Labor and agrees for the duration of the contract to not use, forced labor, of ethnic Uyghurs in the People’s Republic of China.

A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror. _____ (*initial*). Accordingly, the offeror by initialing certifies that the offeror will comply with the requirements stated in section (B.) Boycott of Israel Certification and section (C.) Forced Labor Certification for the duration any resulting contract with the College under this RFP.

D. Worker Eligibility Verification

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

_____ (*initial*) Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, 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 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 will, as applicable or required under A.R.S § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror.

A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right

to terminate the resulting agreement with the Offeror.

Upon request, the College will have the right to inspect the papers of each Contractor, subcontractor, or any employee of either who performs work hereunder for the purposes of ensuring that the Contractor or subcontractor is in compliance with the warranty certification set forth herein.

**Authorized
Signature/Date**

Print Name

Title

Appendix Form

Company Name _____

In each space provided below, provide a detailed answer or indicate Not Applicable (N/A). If additional space is needed, answers may be provided on a separate document and be attached to this form.

- a. **Litigation:** 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. **Canceled; debarred, suspended:** 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. **Prior Use:** 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. **Cooperative:** If the firm intends to use any cooperative, for the purposes of this proposal, the firm must submit a copy of the Cooperative Contract.
- e. **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.**

Authorized
Signature/Date

Print Name

Title

Section 9 Proposal Sections and Forms

Instructions

Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

The Proposal must adhere to the order and response length indicated per each Criteria Response

Company Name _____

Company Experience and Service Form

Description of Company Qualifications and Experience may be noted in the space provided below or included as an Attachment to this form. (Note: When responding to this form as an attachment, clearly identify in your proposal response each paragraph number shown below and your response to that paragraph.)

The proposal must describe the firm's qualifications and experience to provide the requested Smart Manufacturing Line for Flexible Industry Training, and include the following:

1. Company Background Information:

Company legal name: _____

web address: _____

headquarters: address, phone number, and email address;

facility (supporting College): address, phone number and email address

other facility locations supporting the College (if different: address, phone number and email address)

2. Qualifications and Experience Information:

A summary of qualifications, to include a description of the nature of the firm's business; a description of experience, competencies, and overall organizational capabilities (not to exceed two (2) pages).

A summary of company's Customer service standards (not to exceed one (1) page).

Give the name of the manager/supervisor who will be assigned to PCC on behalf of any resultant contract. Identify key contact personnel who may be involved with the contract.

Provide 24/7 emergency contact names and phone numbers.

Cost & Compensation Proposal Form

Company Name _____

Pima Community 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. Indicate if there are additional fees.

- **Sales Tax:** Do not include Sales Tax in Unit Prices. Equipment or materials should include itemized sales tax in the amount in the space provided herein; Proposals for services only, are not taxable. Note, the College is not exempt from paying State and local transaction privilege tax (sales tax).
- **Optional Items/Services:** Indicate if any items are optional and specify them in a separate section.

Please provide a detailed and complete response delineating all costs to provide the services described in the RFP. If the addition of features or functionality results in additional costs or the purchase of additional products, that must also be delineated.

ITEM NO.	DESCRIPTION	PRICE
1.	Simulated Automated Factory System	\$ _____
2.	Manufacturing Execution System	\$ _____
3.	Digital Twin	\$ _____
4.	Curriculum	\$ _____
5.	Autonomous Mobile Robot System	\$ _____
6.	Conveyors & Sensors	\$ _____
7.	On-site Installation and Training	\$ _____
8.	Lifetime Technical Support (including hardware and software) and service	\$ _____
Grand Total		\$ _____

References Form

Evidence of ability to provide the requested services demonstrated by providing at least three (3) references of which you have performed projects with similar interoperability needs for within the last three years.

REFERENCE 1
Entity Name
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided

REFERENCE 2
Entity Name
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided

REFERENCE 3
Entity Name
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided

Section 10 Service Agreement

AGREEMENT For Smart Manufacturing Line for Flexible Industry Training

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of _____, 2023 (“**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**”), located at _____.

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

1. SERVICES

1.1. Subject to the General Terms and Conditions stated in **Attachment A** and made part of this Agreement, Contractor shall provide Integrated Library System 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.

2. COMPENSATION

In exchange for the Services, College shall pay Contractor as compensation the total amount 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 this Agreement shall commence on_____, 2024 and, unless terminated earlier pursuant to Section 4 of this Agreement or as stated in the terms and conditions, expire [on the___, 2024] (“**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. 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 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:

Name: Mr. Terry Robinson, Director Procurement & Payment Services

Phone: 520-206-4739

Email: trobinson17@pima.edu

Address: 4905 E. Broadway Blvd., Tucson, AZ 85709

To CONTRACTOR:

Name: _____

Phone: _____

Email: _____

Address: _____

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**
[XXXXXXXXXXXXXXXXXXXXXXXXXXXXX]:

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

ATTACHMENTS:

- Attachment A – General Terms and Conditions
- Attachment B – Scope of Work; Deliverables
- Attachment C – Cost and Compensation
- Schedule Attachment D – Insurance Certificates

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, 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 the 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.

End of Attachment A

**ATTACHMENT B to SERVICE AGREEMENT
SCOPE OF WORK; DELIVERABLES**

**ATTACHMENT C to SERVICE AGREEMENT
COST & COMPENSATION**

**ATTACHMENT D to AGREEMENT FOR SERVICES
 INSURANCE CERTIFICATES**
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.

1. 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 Agg	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written : 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 Completed Operations), War, Hijacking and Other Perils (AVN 52D) \$50,000,000 per occurrence Aircraft Products and \$50,000,000 per occurrence and aggregate

H. All Risk Property/Builder’s Risk Coverage (including Contractor’s Equipment, Business Interruption, and Terrorism Coverage) Replacement cost value at 100%

ATTACHMENT 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.

RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. Offeror must ensure supporting documentation and attachments are included.

This Check-List 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**

Required RFP Submittal Forms

- Proposal Form**
- Company Experience & Service Form**
- Cost & Compensation Proposal Form**
- Response to Scope of Work (Evaluation Criteria)**
- Response to Scope of Work (Requirements)**
- Exceptions Requested/Vendor Order Form**
- Confidential and/or Proprietary Declaration Form**
- Mandatory Certifications Form**
- Reference Form**
- Appendix, if applicable**

