



Notice of Request for Proposals
RFP No. P24/10071
Pallet Racking System

Pima County Community College District (“College”) is seeking Proposals from qualified firms to provide Pallet Racking System for Pima Community College Automotive Technology Building in accordance with the Technical Specification specified in this Request for Proposal (RFP).

An Agreement for goods and installation services will be awarded to a firm that submits a proposal that is the best interest of the College.

DUE IN: The deadline for receipt of sealed Proposals is **May 28, 2024, at 3:00 PM (Arizona Time)**. Proposal Packets must be electronically submitted by this deadline to the following location: EMAIL: do-bids-Bids@pima.edu ****ELECTRONIC SUBMITTALS REQUIRED**** Any packet received after the DUE IN and OPENS date and time listed above will not be considered.

PRE-PROPOSAL CONFERENCE/SITE VISITS is **OPTIONAL** but highly recommended and will be held on the dates and time stated below. The purpose of this conference is to discuss requirements and review solicitation documents. Date: **May 14, 2024, at 10:00 A.M. (Arizona Time)** at the following address: **Address: 1255 N Stone Avenue. Map and direction provided below.**

PIMA RFP # P24/10071

PALLET RACKING SYSTEM

PRE-PROPOSAL CONFERENCE/SITE VISITS

AGENDA

Tuesday May 14, 2024, 10:00 a.m. (Arizona time)

Welcome - Meet in front of Automotive Technology Center (Building T)

- Introductions
- Attendance Sign In Sheet
- Pre-Proposal Conference
- Site Visit
- Questions from Vendors – Questions must be submitted in writing and received via email by 5/15/2024.



Downtown Campus

1255 N. Stone Ave. Tucson,
AZ 85709-3000
520.206.7171

Directions: Located east of I-10 on North Stone Avenue between Drachman and Speedway.

QUESTIONS pertaining to this Request for Proposals (RFP) must be communicated in writing and be received via email by **May 15, 2024, at 3:00 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 may be posted, if necessary, on the Pima Community College web page listed below by **May 20, 2024, at 5:00 PM (Arizona Time)**:

Charles C. Eburnoha, Senior Procurement Analyst

do-bids-Bids@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:

<https://pima.edu/administration/contracts-purchasing/rfps-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, Acting Director Procurement & Payment Services
Pima County Community
College District 4905 East
Broadway, Room D-232
Tucson, Arizona 85709

Table of Contents

<u>SECTION NO.</u>	<u>CONTENT</u>	<u>PAGE NO.</u>
	Notice Page	1
	Table of Contents	4
1	Introduction	5
	Entity Submitting a Proposal Terms	
2	Background Information	6
3	Scope of Work	6
4	Solicitation Terms and Conditions	7
5	Instructions	10
	Proposal Preparation	
	Proposal Submittal	
6	Request for Proposals Selection Process	13
	Overview of the Selection Process	
	Selection Evaluation Criteria	
	Interviews	
	Negotiations of Contract Terms and Fee Schedule	
7	Contract Award & Execution	15
8	Required Submittal Forms Certification Form	16
	Exceptions Requested Form	
	Confidential and/or Proprietary Declaration Form Mandatory Certifications Form	
	a) Conflict of Interest	
	b) Boycott of Israel	
	c) Forced Labor Requirements	
	d) Worker Eligibility Verification	
	e) Anti-Lobbying Certification and disclosure	
	f) No-Collusion	
	<u>Appendix Forms</u>	
	a) Litigation	
	b) Debarment, Suspension, Canceled/Terminated Contracts	
	c) Product/Service Discontinued Use	
	d) Cooperative, Subcontract, Third Party Agreement	
9	Request for Proposals Forms	24
	1) Firm Experience and Qualifications proposal Form	
	2) Staff Experience/Expertise and Qualifications Proposal Form	
	3) Project Methodology and Structure Proposal Forms	
	4) Financial Proposal Form	
	5) References Form	
10	Agreement for Goods and Services	28
	Attachment A: General Terms and Conditions	
	Attachment B: Scope of Work; Deliverables n	
	Attachment C: Compensation	
	Attachment D: Insurance	
11	Proposal Completion Checklist	47
12	Drawing and Structural Calculations (Appendix A & B)	49
13	Cost Sheet (Appendix C)	50

Section 1: Introduction

Pima County Community College District (“Pima”) is seeking proposals (“Proposal(s)”) from qualified vendors for a Pallet Racking System in Automotive Technology Building at the Downtown Campus in accordance with the Scope of Work specified in this Request for Proposal (RFP).

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 Community College has the need for a Pallet Racking System at the Downtown Campus Automotive Technology Building. The two-story, 50,000 square feet Automotive Technology and Innovation Center supports automotive technology programs in diesel, electric and autonomous vehicles and increases hands-on training. The Center is located at the Downtown Campus at 1255 N. Stone Avenue, Tucson, AZ 85709-3000.

Section 3: Scope of Work

The Automotive Program needs a pallet racking system to hold engines and transmissions. The pallet racking system needs to be quickly and easily adjustable. This would allow staff and students to reorganize shelving according to the classes being taught. Since the transmissions and engines come in different shapes and sizes it is important that the shelves can be adjusted to prevent as much wasted space as possible. Time efficiency is important and manpower is sometimes limited. Shelves should be movable with one person and a forklift.

This pallet racking system would be installed against an interior wall.

The system can be approximately 17'6" tall and 29' long.

Each shelf needs to be approximately 36"X36".

Each shelf should hold at least 2,000 lbs.

The pallet racking system should match two of our building colors; dusty grey (RAL 7037) and safety orange(RAL 1033)

See attached drawings Appendix A & B for reference.

Section 4: Solicitation Terms and Conditions

1. **Request for Proposal Opening.** Proposals will be opened virtually 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 ninety(90) 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 the 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.

- a. 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.
- b. 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.
- c. 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 document, 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.

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.

The College is currently **NOT** accepting "hardcopy" solicitation responses via mail or drop-off at District Office. The College will only accept solicitation responses electronically via submission to the following email address and must be received at do-Proposals-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.** Proposals 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.** All Proposal materials must be clearly marked with the Request for Proposals (RFP) title, solicitation number, and the firm's name.
- F.** It is the responsibility of the firm to ensure that complete Proposal packet submittals are received at do-Proposals-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.
- G.** No Proposal modifications may be submitted orally, or via telephone, facsimile, or telegraph.
- H.** 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.
- e. Claims of proprietary information must be included in the cover letter.

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 Agreement
3. Offeror's Proprietary/Confidential Information Form
4. Mandatory Certifications Form
 - a. Relatives Substantial Interest
 - b. Boycott of Israel
 - c. Forced Labor Requirements
 - d. Legal Worker Verification Requirement
 - e. Status With Regard To Debarment, Or Suspension By Any Governmental Entity
 - f. Anti-lobbying certification and disclosure
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 the Pallet Racking System using the Proposal Forms contained herein.

This solicitation includes four (4) forms that will comprise the Proposal to be prepared by the Offeror. The Offeror will complete the forms as per the guidance and questions contained therein. Each 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. Firm Experience and Qualifications

The College prefers a Firm that is licensed to provide and install a Pallet Racking System as described in Technical Specification in this solicitation document.

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

Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.

Corporate organization chart indicating key management team members.

Number of years in business.

Description of the firm's capabilities to provide the requested product(s)/service(s) with examples of relevant projects of similar size and nature. 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.

2. Staff Experience/Expertise and Qualifications

Description of the project staff structure, the background, qualifications, and relevant experience of all staff involved in the project, including length of time at the firm. Include the responsibilities that each staff member will have during the execution of this project. Include any required or relevant certifications and individual licenses and any formal training.

3. Project Methodology and Structure

Overview of approach and description of methodology to be used to satisfy the College's project scope and objectives. Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Description of project structure and detailed project timelines and phases.

4. Financial Proposal

The offeror shall complete the **Cost Proposal Form included in this RFP (Appendix C)**, or additionally, 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. 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. The Cost Proposal shall conform to the following guidelines and as detailed in the cost sheet (Appendix C):

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).

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.

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.

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, 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:

	Evaluation Criteria	Maximum Points
1	Firm Experience & Qualifications	25
2	Staff Experience/Expertise & Qualifications	25
3	Project Approach to Scope Methodology and Structure Product Specification	25
4	Financial Proposal	25
	Total Possible Points	100

1. Firm Experience & Qualifications

25 pts

- a. Experience with projects of similar type and scope.
- b. Technical, operations and strategic expertise pallet racking systems.
- c. Experience with private and public sector organizations, and institutions of higher education.
- d. Provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College.

2. Staff Experience/Expertise & Qualifications

25 pts

- a. Key personnel proposed by the firm have relevant experience and are fully qualified/certified to successfully provide the services described.
- b. Proven and demonstrated hands-on expertise of key management team members and staff in this

area of work.

3. Project Methodology and Structure

25 pts

- a. Description of the approach, methodology, and project structure to be used to satisfy the College's project scope and objectives. Demonstrated reliability of product.
- b. Description of the racking system to satisfy the technical specification and objectives.
- c. Implementation and delivery schedule: timeline reasonableness and responsiveness to intended outcomes.

4. Financial Proposal

25 pts

- a. Total cost to the College as it relates to the services.
- b. Cost Proposal Form included in this RFP (Appendix C).

Interviews/Demonstrations: Following the evaluation, scoring, and ranking of the Proposals, the College may, at its discretion, interview and/or request demonstrations from 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.

Section 8 Required Submittal Forms

Proposal Certification Form

In response to **RFP No. P24/10071L Title: Pallet Racking System** 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 Declaration 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 as an attachment to this certification form.

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 in 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 Statutes § 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.

E. The Proposer Certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals or Owners d.1 (check one) have () or have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and d.2 (check one) are () or are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (d.1) of this provision. "Principals," for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity. The certifications of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

[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

ANTI-LOBBYING CERTIFICATION AND DISCLOSURE

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

Date: Solicitation #P24-10072L

Offeror legal name:

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

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

(A) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract:

(B) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(C) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Submission of this certification and disclosure is a prerequisite for making or entering into the agreement with College. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:

Company Name _____

Section 9 Request for Proposal Forms

Firm Experience and Qualifications Proposal Form (25 points maximum)

Instructions: Responses to the questions may be provided as an Attachment to this form. When responding to this form as an attachment, clearly identify in your proposal response the title of the form, each question number shown below and your response to that question. This form and all attachments must be submitted as a part of your proposal.)

Question 1.

Must experience with projects of similar type and scope.

Response

Question 2

Experience with private and public sector organizations, and institutions of higher education

Response

Technical, operations and strategic expertise pallet racking systems

Response

Staff Experience/Expertise and Qualifications Proposal Form (25 points maximum)

Instructions: Responses to the questions may be provided as an Attachment to this form. When responding to this form as an attachment, clearly identify in your proposal response the title of the form, each question number shown below and your response to that question. This form and all attachments must be submitted as a part of your proposal.)

Question 1. Key personnel proposed by the firm have relevant experience and are fully qualified/certified to successfully provide the services described. .
Response

Question 2. Proven and demonstrated hands-on expertise of key management team members and staff in this area of work.
Response

Question 3. Provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College as stated below: Entity name. Industry Type Address, City, Province/State/Country Contact Name, Title, Phone Number, and Email address. Year(s) service(s) provided. Comments (include details regarding current status of the product/service provided by offeror
Response

Project Methodology and Structure Proposal Form (25 points maximum)

Instructions: Responses to the questions may be provided as an Attachment to this form. When responding to this form as an attachment, clearly identify in your proposal response the title of the form, each question number shown below and your response to that question. This form and all attachments must be submitted as a part of your proposal.)

Project Methodology and Structure Proposal Form

Question 1 Description of the approach, methodology, and project structure to be used to satisfy the College's project scope and objectives. Demonstrated reliability of product.
Response

Question 2 Description of the racking system to satisfy the technical specification and objectives.
Response

Question 3 Implementation and delivery schedule: timeline reasonableness and responsiveness to intended outcomes.
Response

Financial Proposal Form

Instructions: Responses to the questions may be provided as an Attachment to this form. When responding to this form as an attachment, clearly identify in your proposal response the title of the form, each question number shown below and your response to that question. This form and all attachments must be submitted as a part of your proposal.)

Financial Proposal

Question 1.

Complete cost sheet in section 13 Cost Sheet (Appendix C).

Response

Question 2.

Total Cost to the College as it relates to the Pallet Racking System

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

Total Cost of Project (from completed appendix C) \$_____

The Price Proposal should include a detailed breakdown of how the Offeror arrived at the total cost of the project on an additional submittal.

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 your Total Cost of Project. Proposals for services only are not taxable. Note, the College is not exempt from paying State and local transaction privilege tax (sales tax).

Response

Question 3.

Include any other information / cost calculations that may be applicable to the financial proposal.

Response

Section 10 Agreement for Goods and Services

AGREEMENT FOR GOODS AND SERVICES

THIS AGREEMENT FOR GOODS & SERVICES (“**Agreement**”) is made as of _____, 202X (“**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. GOODS AND SERVICES

1.1. Subject to the General Terms and Conditions stated in **Attachment A** and made part of this Agreement, Contractor shall provide Pallet Racking System (Goods). **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 be for one (1) year from the date of award with two (2) optional annual renewals. Renewals of the agreement may be effected by Purchase Order or an amendment to this Agreement approved by both parties, and, unless terminated earlier pursuant to Section 4 of this Agreement.

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: Kevin Startt, Acting Director Procurement & Payment Services
Phone: 520-206-4739
Email: kstartt2@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
- Attachment E – Federal Regulations

ATTACHMENT A to AGREEMENT FOR GOODS AND 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 AGREEMENT FOR GOODS AND SERVICE

SCOPE OF WORK; DELIVERABLES



**ATTACHMENT C to AGREEMENT FOR GOODS AND
SERVICE
COST & COMPENSATION**

**ATTACHMENT D to AGREEMENT FOR GOODS AND 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.

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

ATTACHMENT E to AGREEMENT FOR GOODS AND SERVICES**FEDERAL ACQUISITION REGULATIONS**

NOTE: These Supplementary Conditions apply to Federal funded Owner projects. The Owner anticipates that most projects performed under this process will not be Federal funded.

SUPPLEMENTARY CONDITIONS – FEDERAL GRANT FUNDING

The Agreement/Contract (collectively, “Contract”) may be funded in whole or in part by federal grant funding received by The Owner from any Federal funding sources. Therefore, Consultant/Contractor (collectively, the “Contractor”) must comply with all federal laws and regulations applicable to the receipt of Federal grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the Contractor’s performance of the work or services covered by the Contract (the “Project”). All such federal laws and regulations shall be deemed to be inserted in the Contract and the Contract shall be read and enforced as though such federal laws and regulations were included therein.

Anything to the contrary herein notwithstanding, all Federal-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner request that would cause the Owner to be in violation of these Federal terms and conditions or any other federal law or regulation applicable to the receipt of Federal grants. If any provision of the Contract shall be such as to effect noncompliance with any Federal requirement, such provision shall not be deemed to form a part thereof, but the balance of the Contract shall remain in full force and effect.

In addition, the Contractor agrees to the following specific provisions:

1.1 Debarment

.1 The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

.2 The Owner will ensure the Contractor and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing a contract.

1.2 Cost Plus Percentage Not Allowed

.1 Notwithstanding any provisions in the agreement to the contrary, the Contractor and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes, but is not limited to the use of percentages for change orders or mark-ups on sub-contractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

1.3 Additional Federal Contracting Requirements

.1 The Contractor must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).

.2 The Contractor must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

.3 The Contractor must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).



.4 The Contractor must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national

origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

.5 The Contractor must comply with Title VIII of the Civil Rights Act of 1968, which prohibits Contractors from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

.6 The Contractor must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

.7 The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.

.8 The Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

.9 The Contractor must provide reporting as specified in the plans, specifications and deliverables section of the contract.

.10 The Owner shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

.11 The Owner shall have copyrights and rights respective to any data which arises or is developed in the course of or under such contract.

.12 The City, County, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

.13 The Contractor must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

.14 The Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

.15 The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- .16 The Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- .17 The Owner is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the Contractor's compliance with the terms of the Contract.
- .18 The Contractor must acknowledge its use of federal funding when issuing requests for proposals, Proposal invitations, and other documents describing the Project in connection with performing the Contract.
- .19 If the Contractor collects PII (Personally Identifiable Information) in connection with the Project, the Contractor is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.
- .20 The Contractor must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- .21 The Contractor must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- .22 The Contractor must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- .23 The Contractor must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency ("LEP") to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.
- .24 The Contractor must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- .25 Unless otherwise provided by law, the Contractor is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Contractor is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
- .26 The Contractor must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
- .27 The Contractor must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.
- .28 The Contractor must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.

.29 The Contractor must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.

.30 The Contractor must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

.31 The Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

.32 The Contractor must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

.33 The Contractor must acknowledge and agree—and require any subcontractors, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:

- a. the Contractor must cooperate with any compliance review or complaint investigation conducted by DHS;
- b. the Contractor must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;
- c. the Contractor must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;
- d. the Contractor must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;
- e. if, during the past three years, the Contractor has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Contractor must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and
- f. in the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Contractor, or the Contractor settles a case or matter alleging such discrimination, the Contractor must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA or other Federal granting office).

.34 The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

.35 Small and Minority Businesses: The non-Federal entity must take all necessary affirmative steps to

assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section. http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1321&rgn=div8

.36 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).

.37 The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

.38 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5). This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.

.39 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

.40 The Contractor shall provide reporting as specified in the plans, specification and deliverables section of the contract.

.41 The Owner shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

.42 The Owner shall have copyrights and rights respective to any data which arises or is developed in the

course of or under such contract.

.43 The City, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

.44 The Contractor shall maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

.45 The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

.46 The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

The United States has the right to seek judicial enforcement of these obligations.



Section 11 Proposal 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 Certification Form

Exceptions Requested/Vendor Order Form

Confidential and/or Proprietary Declaration Form

Mandatory Certifications Form

Appendix Form

Non-Collusion Affidavit form

Proposal Forms

Firm Experience & Qualifications Proposal Form

Staff Experience/Expertise & Qualification Proposal Form

Project Methodology and Structure



Reference Proposal Form

Financial Proposal Form



Section 12 Drawing and Structural Calculations

**100% Drawing (Appendix A)
Structural Calculations (Appendix B)**

See separate PDF documents Appendix A and B



Section 13 Cost Sheet (Appendix C)

See separate document for Appendix C