Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for Customer Relations Management (CRM) System.

The deadline for receipt of sealed proposals is: **1/09/2015 at 3:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Pima County Community College District  
District Finance Office-Purchasing  
4905D East Broadway, Room D-232  
Tucson, Arizona 85709-1420

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

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **12/17/2014 at 3:00 PM (Arizona Time)**. Questions must be sent to the email address below and should include the specified Buyer’s name and proposal number, and any question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Pima Community College webpage listed below by **12/24/2014 at 5:00 PM (Arizona Time)**.

Linda Ellis, Senior Buyer  
**DO-Staff-FO-Procur@pima.edu**

Copies of the Request for Proposal, questions and answers, and any related documents are available on the Pima Community College Website:  
[http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html](http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html)

Thomas E. Harrington, C.P.M.  
Purchasing Director  
Pima County Community College District  
District Finance Office-Purchasing  
4905 East Broadway, Room D-232  
Tucson, Arizona 85709-1420
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Section 1
Project Summary

1. Request for Proposal Summary

Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for a Customer Relations Management (CRM) System in accordance with the Scope of Work specified in this Request for Proposal (RFP).

2. Entity Submitting RFP

The terms “vendor”, “proposer”, “offerer”, “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.

3. Description of Pima County Community College District

Pima County Community College District, located in Tucson, Arizona, is one of the ten largest multi-campus, multi-site Community Colleges in the United States. The College is a two-year institution offering both occupational and traditional college courses, and awards many different degrees and certificates. The College’s comprehensive curriculum includes credit courses, workforce development programs (Center for Training and Development), adult education special programs (GED), as well as corporate and community based non-credit instruction. Students attend classes at six major campuses including the Community Campus, which itself holds classes at over 70 locations in Southern Arizona. The College employs more than 1,400 regular employees, approximately 1,500 adjunct faculty and 500 part-time personnel. More than 70,000 students attend credit and non-credit classes annually. The population for the Tucson metro area is over 1 million people. The College is accredited by the Commission on Institutions of Higher Education of the North Central Association of Colleges and Schools.
Section 2  
Scope of Work

General Outline:

1. Project Scope

The College aims to on board a customer relations management system that prospective students expect on our web site, including: online inquiry form; campus visit scheduler, an integrated online application(s) for admission, and web based event registration. This system will also provide a web-based management console where non-technical College personnel may manage their operations.

2. Background

At its core, this project is about setting up the College and Enrollment Management with the tools needed for outreach and recruitment efforts, with the goal of turning the current enrollment trend around. The College currently does not have a customer relations management system.

3. Functional Objectives

This system will include but is not limited to:

- simplified web-based interface allowing rapid prospective student lookup
- flexible dash boarding, and communication history
- integrated email whitelisting to make certain our communications reach prospective students
- postal address verification and automated duplicate checking to help maintain a clean database
- native search list import from a variety of sources
- visual campaign management with advanced list segmenting, and automated workflow capabilities
- high-impact, personalized HTML emails with real-time tracking of response rates
- detailed reporting and funnel analytics – managed by non-technical personnel
- event registration and management system
- recruiter travel management system
- individual recruiter key performance indicators and territory management, prospect probability ratings to allow for segmenting prospective students
- integration with Microsoft Office for ease of use.

4. Technical Requirements

Please describe how the solution addresses the following technical requirements:

a. Integration to Banner
   
   a. What data is transferred and how frequently
   b. Integration when Banner is upgraded (happens minimally twice per year, sometimes more frequently)
   c. Integration plans for rollout of Banner XE
   d. Describe integration of solution into existing ERP processes

b. Integration to other systems
Proposal No. P15/9884
11/28/2014

a. Microsoft Outlook
b. Gmail
c. Possibly the web student portal
d. Other systems
c. **Reporting – technical implementation**
   a. Describe integration capabilities with third party reporting tools
d. **Configurability/Customizability**
   a. Client side configuration
   b. Expected resource commitment from the College’s IT department
e. **Please describe the delivered APIs**
f. **User Management**
   a. Creation and deletion of user accounts
   b. SSO
      i. Do you support CAS/Shibboleth
      ii. How is the transition from prospect to student managed from an SSO perspective if the username is already in use or otherwise invalid?
   c. Password management protocols
g. **Data exports**
   a. If solution is hosted, does the ability to completely export all data exist?
   b. How does the solution address the needs of an enterprise-wide data warehouse?
h. **If solution is self-hosted**
   a. What operating systems are supported?
   b. What databases are supported?
   c. What are the hardware requirements?
   d. What Load balancers are supported?
   e. What high availability techniques exist (i.e. clustering)?
i. **If solution is cloud-hosted**
   a. What internet browsers are supported?
   b. Please describe the process with respect to a prospect creating an account and becoming a student. Specifically, describe the process and the integration associated with the transition from a prospect to a student, where Banner and various other types of access will need to be granted.
j. **References**
   a. Please provide three to five comparable higher education institutions who use Banner and whom are using the product

5. **Hosting options**

   If the solution is hosted in a datacenter outside of Pima Community College please respond to the following:
   a. What is the level of guaranteed availability and the repercussions if the Service Level Agreement (SLA) is not met? Please include the SLA as a deliverable.
   b. Describe you recovery point objective (RPO) and recovery time objective (RTO) in the event of a data center outage.
   c. Describe and include data breech policies and procedures.
   d. Describe the physical characteristics of the hosting datacenter and include if it is owned by the company or contracted.
   e. Does the datacenter meet Federal HIPAA and FERPA guidelines? Explain.
f. In the event of contract termination by either party describe the process, capabilities and format that Pima Community College data can be retrieved from the hosted site.

Describe the frequency and scope of data center audits. Summaries of audits should be provided on a regular basis and the latest, if available, should be included as a deliverable.

6. Product Maturity; Implementation, Training and Support Services

Please provide responses to the following:

a. **Product maturity**: describe product maturity and number of production systems that have been implemented for the software version you are recommending to the College, including the number of systems implemented within higher education.

b. **Implementation Services**: Describe services available to support the implementation of the solution.

c. **Training Services**: Describe training services or materials available to support technical staff (system administrators, integration programmers) and functional users.

d. **Support Services**: Describe all levels of support services available to the College on an on-going basis.

e. **Licensing scheme**: Describe all licensing options.

f. **Provide product development plan**: Describe a roadmap for the product for the next 3-5 years.

7. Timeline and Due Dates
Proposal No. P15/9884
11/28/2014

Section 3
Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and 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.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm’s name. It is the responsibility of the firm to ensure that proposals are received in the Office of the Purchasing Director by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm’s proposal should be organized in sections as outlined below:

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

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

3. Proposal Copies
   The firm must submit one (1) original copy of the proposal, clearly marked “Original”. In addition, the firm must submit one (1) digital .PDF copy of the proposal on media suitable for copying and distributing electronically.

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

5. Response
   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 Request For Proposal.

6. Exceptions Requested
   Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any exceptions requested from the Contract Documents must also be included in this section. Exceptions that are not requested as part of the bid shall not be considered. Any proposed additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

7. PROPRIETARY INFORMATION
   In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.
8. **Cost Proposal**

If a Cost Proposal sheet is provided as an attachment to the Agreement, firms should complete it or use it as a guide to prepare their detailed cost proposal. The Cost Proposal is required to be included with the original proposal.

a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.

b. The College is not exempt from paying State and local transaction privilege tax (sales tax).
   i. Proposals that include equipment or materials should include itemized sales tax in the amount of your proposal.
   ii. Proposals for services only, are not taxable.

c. Provide detailed explanations of any assumptions that the proposer 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.

d. Identify when the proposer proposes to bill the College (e.g. progress payments, milestone, weekly, monthly, etc.)

e. Indicate if any items are optional and specify them in a separate section(s).

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.

9. **Appendix**

The Proposal Appendix must include:

a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.

b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.

c. 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 proposal. The firm agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted our assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.

e. Samples of any documentation or form that proposer will require the College to sign.

10. **General**

a. **Cost of Proposal Preparation** – The College shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.

b. **Certification** – By signature on the Proposal Form included herein, the proposer certifies that the submission of the proposal did not involve collusion or other anti-competitive practices.
consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, consultant certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Consultant also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Consultant agrees to promote and offer to the College only those services and/or materials as stated in and allowed for under resulting agreement(s).
Section 4
Selection and Contract Award

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

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

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria, which are listed in descending order of importance:

a. Financial Proposal
   i. Total cost to College as it relates to the services.
b. Firm Experience and Qualifications
   i. Experience with projects of similar type and scope.
   ii. Experience with private and public sector organizations, and institutions of higher education.
c. Staff Expertise / Implementation and Operational Teams
   i. The experience of staff proposed to be involved in the project.
   ii. Proven and demonstrated hands-on expertise of key management team members and staff in this area of work.
   iii. Demonstrated expertise in being a strategic partner with clients.
d. Product design and capabilities.
e. Project Methodology and Structure.
   i. Description of the approach, methodology, and project structure to be used to satisfy the College’s project scope and objectives.
f. Implementation and/or delivery schedule
   i. Proposed timeline reasonableness and responsiveness to project’s intended outcomes.
g. Financial Viability
   i. Contractor’s ongoing financial viability to provide services to the College.
h. Relevant References
   i. Accessibility
      i. For web or internet access products: Product/service conforms to WCAG 2.0 Level A and any exceptions to meeting these requirements are listed.
      ii. For web or internet access products, telecommunications, multimedia, desktop and portable computers: Product/service meets Section 508 requirements. Answers provided to questions in relevant sections of the Voluntary Product Accessibility Template (VPAT). Information on the VPAT is found on the Information Technology Industry Counsel website (www.itic.org).
Section 5
RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, 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 contractor to submit complete and compliant proposals.

☐ Cover Letter
☐ Proposal Form
☐ Qualifications
☐ Response to Scope of Work
☐ Exceptions Requested
☐ Cost Proposal (Fee Schedule)
Section 6
Proposal Form

Date ___________________________

Proposal of ____________________________________________________________.
(Name)
a corporation organized and existing under the laws of the State of ______________; a
partnership consisting of ________________________________________________; an individual trading as
______________________________________________________________________.
(Name)

Request for Proposal: ____________________________________________
[provide title or brief description]

To: Pima County Community College District (“College”)

1. In compliance with your Request for Proposal No. __________, the undersigned hereby
offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written
notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the
Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days
after the Contract is presented for signature.

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

   Addendum No.    Date
   ________________    ________________
   ________________    ________________
   ________________    ________________
   ________________    ________________
   ________________    ________________

3. The undersigned Proposer 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.

4. The undersigned Proposer hereby certifies and affirms 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 Proposer has not directly or indirectly induced or solicited any other Proposer to put in a
sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not
in any manner sought by collusion to secure for itself an advantage over any other Proposer.
5. The undersigned certifies that to the best of his/her knowledge: (check only one)

( ) There is no officer or employee of Pima Community College who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Pima Community College who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

(A) (check one) are ( ) or are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (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

(C) (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 (i)(B) of this provision.

(ii) The Proposer (check one) has ( ) or has not ( ), within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“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.

7. The certifications in paragraphs 4, 5 and 6 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.

(SEAL - If Bidder is a Corporation)

(Official Name of Firm)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)
Section 7
Fee Schedule

Note: All costs are included in the fees for services proposed, and there will be no additional expenses billed to the college for any reason.
Attachment A  
Terms and Conditions

1. Legal Remedies – All claims and controversies shall be subject to the Pima County Community College Policy regarding Formal Protests and Appeals

2. Agreement – The Agreement shall contain the entire agreement between the College and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.

3. Agreement Amendments – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the College and the Consultant.

4. Provisions Required by Law – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

5. Severability – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

6. Records – Pursuant to provisions of title 35, chapter 1, article 6 A.R.S. §35-215 the Consultant shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General or the College Purchasing Office.

7. Advertising – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the College.

8. Preparation of Specifications by Persons Other than College Personnel – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the College’s needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

9. Americans With Disabilities Act – The Consultant shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.

10. Conflict of Interest – The College may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the agreement for or on behalf of the College becomes an
employee of or a consultant in any capacity to any other party to the agreement with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect or as otherwise provided by A.R.S. § 38-511.

11. **Drug Free Workplace** – The Consultant agrees that in the performance of the Agreement, neither the Consultant nor any employee of the Consultant shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Consultant Drug Free Workplace Policy. The Consultant further agrees to insert a provision similar to this statement in all subcontracts for services required.

12. **Equal Opportunity** – The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. -0-14.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

13. **Federal, State and Local Taxes, Licenses and Permits** – Consultant is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Consultant must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Consultant shall be prepared to provide evidence of such licensing as may be requested by the College. Consultant shall, at no expense to the College, procure and keep in force during the entire period of the Agreement all such permits and licenses.

14. **Gratuities** – The College may, by written notice to the Consultant, cancel the agreement if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Consultant or any agent or representative of the contractor, to any officer or employee of the College with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.

15. **Liens** – Each Consultant shall keep the College free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Consultant.

16. **Sales and Use Tax** – The College is not exempt from state sales and use tax.

17. **Sexual Harassment** – Federal law and the policies of the College prohibit sexual harassment of College employees or students. Sexual harassment includes any unwelcome sexual advance toward a College employee or student, any request to a sexual favor from a College employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working or educational environment for College employees or students. Consultant, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of College employees and students. The employer of any person whom the College, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from College premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
18. **Smoking** – To comply with the Smoke Free Arizona Act and to promote public health on College property, the College limits smoking, e-cigarette, and tobacco product use on its property to designated outside areas only, in conformity with the requirements of A.R.S. §36-601.01 and related County Code provisions and City ordinances. The Consultant is required to comply with this smoke free policy.

19. **Confidentiality** – The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive Employee or Student information directly from the College, other than public information available in any College directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Contractor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Contractor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All Employee and Student identities and personal information shall remain confidential. Disclosure by Contractor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

20. **Assignment-Delegation** – No right or interest in the Agreement shall be assigned or delegated by Consultant without the prior written permission of the College. Any attempted assignment or delegation by Consultant shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. **Force Majeure** – Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

22. **Intellectual Property Rights** – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the College. Documents provided in connection with the Agreement belong to the College and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Consultant’s performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the College will own the copyright.

23. **Laws and Regulations** – Consultants are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the College, its officers and agents against any claims of liability arising from or based on any violation thereof.

24. **Payment Terms** – Payments by the College shall be subject to the provision of Title 35 of Arizona Revised Statutes, relating to time and manner of submission of claims. The College’s
obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

25. Price Adjustment – Price changes will normally only be considered at the end of one Agreement period 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 Agreement period, and shall be supported by written evidence of increased costs to the Consultant. The College will not approve unsupported price increases that will merely increase the gross profitability of Consultant at the expense of the College. Price change requests shall be a factor in the Agreement extension review process. The College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the College.

26. Prior Course of Dealings – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.

27. Right to Offset – The College shall be entitled to offset against any sums due the Consultant, any expenses or costs incurred by the College, or damages assessed by the College concerning the Consultant’s non-conforming performance or failure to perform the Agreement, or any other debt owing the College.

28. Insolvency – The College shall have the right to terminate the Agreement at any time in the event Consultant files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Consultant and not discharged within thirty (30) days; or if Consultant 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 Consultant or its business.

29. Lack of Funding – The Agreement may be canceled without further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Consultant shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the College in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the College to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

30. Stop Work Order – The College may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Consultant 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, the Consultant shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

31. Suspension or Debarment – The College may by written notice to the Consultant immediately terminate the Agreement if the College determines that the Consultant has been debarred,
suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

32. **Continuation of Performance Through Termination** – The Consultant shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

33. **Federal Immigration Laws and Regulations** – Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(a) and that it requires the same compliance of all subcontractors under the agreement. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of the agreement subject to penalties up to and including termination of the agreement. The College retains the legal right to audit the records of the Consultant and inspect the papers of any employee who works for the Consultant to ensure compliance with this warranty and the Consultant shall assist in any such audit. The Consultant shall include the requirements of this paragraph in each contract with subcontractors under the agreement.

If the Consultant or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), The Consultant or subcontractor shall be deemed to be in compliance with this provision. The College may request proof of such compliance at any time during the term of the Agreement by the Consultant and any subcontractor.

34. **Extended Contract**

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