

Request for Proposal Call Center Services

Pima County Community College District (“**College**”) is seeking proposals from qualified firms for Call Center Services in support of its Student Services (Financial Aid/Accounts Receivable Services/ Admissions/Registration/Advising/Referral Services and General College Information).

The deadline for receipt of sealed proposals is: **March 13, 2020 at 3:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Pima County Community College District
Finance / Contracts & 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, listed below, by **February 26, 2020 at 3:00 PM (Arizona Time)**. Questions shall include the specified Buyer’s name and proposal number, a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the College’s webpage listed below by **March 6, 2020 at 5:00 PM (Arizona Time)**:

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

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

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

Terry Robinson
Director of Procurement & Payment Services
Pima County Community
College District 4905 East
Broadway, Room D-206
Tucson, Arizona 85709-1420

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Section 1

Project Summary

1. Request for Proposal Summary

Pima County Community College District (“College”) is seeking proposals from qualified firms for Call Center Services in accordance with the Scope of Work specified in this RFP. Request for Proposal (RFP). The College desires to partner with a company to provide telephone, chat and e-mail support services to handle calls for Student Support Services (Financial Aid, Accounts Receivable Services, Admissions, Registration, Advising, Referral Services, and general College information). Proposals should address these areas. While the above named services are separate functional areas within the College, transparent Student Support Services call support is required for anyone requesting assistance. Services are required to support students, faculty and staff. PCC is looking for a tiered business model that will include clear escalation policies, knowledge management, service level agreements, data analytics, metrics and extended hours of support. Services providers should expect specific services to be selected on an if needed, as needed basis; and volume of call support cannot be guaranteed.

The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the College shall have the right, as its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof.

2. Entity Submitting RFP.

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

3. Description of Student Support Services

Student Support Services includes a centralized Financial Aid Department with staff at seven locations, an Accounts Receivable Service Department, six campus Student Services Centers, and the Admissions/Records Department. Because of the nature of financial aid processing, accounts receivable services and general student services, there is significant overlap in questions handled by a call support center. The Financial Aid Department receives approximately 35,000 financial aid applications a year; approximately 50 % are selected for verification. Accounts Receivable Service supports financial aid students by processing approximately 55,000 financial aid refunds per year, primarily during the peak times of August and January. Accounts Receivable Services also supports payment arrangements for all students, including payments by third party contracts, veteran and military students, payment plans, and direct payments. The Student Services Centers support the needs and development of approximately 70,000 credit, non-credit, workforce, and adult education students per year; with admissions,



advising, registration, counseling, Veterans Services, Disabled Student Services, Career Services, referral services, Student Life, and student records. For purposes of this RFP, the Financial Aid, Student Services and Accounts Receivable Service functions are to be considered as one functional area for call support.

Section 2

Scope of Work

College operations require a high level of customer service support in Student Support Services functions. The types of call center support services required of the successful offering firm include telephone, email and chat coverage. Student Support Services support the academic, social and financial transactions for all students from initial application through goal completion, and beyond. The Contract shall be on an “as needed, if needed” basis. There is no guarantee as to the amount of work that may be performed under any resulting Contract.

General Outline:

1. Key Project Deliverables

The key project deliverables for the implementation and operation of an effective call center to support the functional areas identified in this Request for Proposal are those identified in this Section 2 – Scope of Work. The successful proposer will be the one which most ably demonstrates the ability to a) meet all due dates and comply with the terms and conditions of this RFP, b) handle the indicated call volumes (peak and annual) while meeting/exceeding the minimum service standards, c) effectively interface with all necessary College technology platforms, and d) appropriately address the topics, issues and concerns identified by the various functional areas.

With respect to responses to this RFP, Section 3 of this package provides a detailed listing of the deliverables that the college is expecting in any and all responses. There is also a summary checklist included as Section 5 of this RFP which is provided as a convenience to offering firms, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the offering firm’s responsibility to submit complete and compliant proposals.

2. Minimum Service Standards

The minimum acceptable standards of service, based on recent monthly averages must be:

- Sunday through Saturday, 7:00 am to midnight (Arizona time) coverage required. No services are required on Thanksgiving Day, Christmas Day, and New Year’s Eve Day. Reduced hours for the day before and/or after Thanksgiving, Christmas Eve, and New Year’s Eve Day will be considered on a per year basis;
- Customer satisfaction will be consistently in top quartile;
- Abandonment rate will not exceed 15%, i.e., 85% of all incoming calls answered;
- Response time for phone/chat to be less than 120 sec peak, 60 sec non-peak;
- Response time for email to be less than 5 minutes; and



- 95% resolution rate for first point of contact. Transferring a call to a higher tier at the College, or transferring a call to a higher tier internally, will not be considered a resolution.

4. Historical Call Volume

The following is a summary of the College call and email contact volume by functional area during FY2019:

Financial Aid, Accounts Receivable Services and Student Accounts: **45,000 calls annually.**

Financial Aid, Accounts Receivable Services and Student Accounts: **15,000 emails annually.**

The College's peak call volume is concentrated in the months of August, September, January, and May.

5. Technical Requirements

The College uses the following systems to support Student Support Services:

- SunGard Banner ERP;
- Luminus portal;
- Desire 2 Learn LMS;
- Microsoft Exchange 2010 for faculty and staff;
- Google email (Gmail) for students;
- Starfish;
- Salesforce, Inc.;
- OS distribution on College computers: 60% Windows 7; 30% Windows XP; 10% Mac OS; and
- Federal websites required by the U.S. Department of Education and Veteran's Administration.

6. Functional Area Topics to be Addressed

The following topics, issues and questions have been generated by employees in the various functional areas affected by this RFP and should be addressed as an integral part of the Scope of Work. Proposals should speak to the items below clearly and succinctly:

A. Describe the offering firm's background and experience:

1. Relevant call center experience specific to each of the types of services requested;
2. Experience in serving higher education students and/or public sector clients;
3. Qualifications of call center staff to handle support responsibilities;
4. Experience serving SunGard Banner, Luminis, and Desire 2 Learn;



5. Security and training measures taken to properly handle confidential student information;
6. Support for ADA compliance, including any limitations;
7. Call center staffing- do your sites or offerings include multiple locations or home-based staff; and
8. Links to any demonstrations/simulations of your service.
9. Provide a profile of what minimum skills and experience employees have while providing service to Pima Community College's call center.

B. Describe the following service elements of the offering firm:

1. How the firm would build a centralized call center to support anticipated call volume;
2. Detailed implementation plan and timeframes;
3. How representatives will be trained to meet minimum service standards;
4. How representatives handle contacts that include multiple student service and/or support issues;
5. Measures the firm takes to ensure confidentiality and security in dealing with personal data in relation to FERPA, to meet federal financial aid compliance regulations and ADA considerations;
6. How the firm maintains the representatives' level of training for the duration of the contract;
7. How a "knowledge base" will be maintained to ensure relevance and how utilization of knowledge base articles will be tracked; how representatives maintain/update knowledge base; details regarding PCC's access to the knowledgebase and/or written procedures;
 - a. Ability for college personnel to update the Knowledge Base and have changes take effect in real time and send update notifications to call center agents.
 - b. Ability to directly coach/train agents on new Knowledge Base articles/processes
8. How staffing will be managed during call volume peaks;
9. How callbacks will be handled and resolution tracked;
10. How service escalations occur, and what will be done to track resolution;
11. What ticketing system is used by the firm, and whether or not it integrates with other vendors' solutions;
12. Outline experience with non-English speaking customers and proposed resolution process;
13. Detailed plans for initial and ongoing training and development and how that training will be tracked;
14. What is the training approach for regulatory compliance and updates to Title IV regulatory issues;
15. Will calibration calls be part of the proposed services, and if yes, what is the proposed schedule?
16. Outline organizational criteria to assess representatives' knowledge and ability



to perform;

17. Are international locations proposed;
18. Will software/hardware or licensing purchases be required;
19. Will training staffing for peak volume be an additional cost;
20. What assessment tools are used to determine representative's knowledge, as well as steps taken if knowledge is deficient;
21. What is the existing or proposed conflict of interest methodology for employees who become PCC students or are family members of students; and
22. Ability to warm transfer calls to college.
23. Ability to provide service for chat bot, text messaging and Rapid Response outbound campaigns and/or robocalls.

C. Describe how metrics and reporting will be handled:

1. List all metrics to be captured, frequency of capture and how the data will be accessed;
2. How monthly and annual service level metrics will be provided;
3. How long customer interactions are stored for quality tracking purposes;
4. How employee performance is measured, including corrective action, recognition, and performance measurements. Describe the process whereby the College can request removal of a customer service representative for poor performance; and
 - a. Standard process for expectations of call center agents
5. How customer satisfaction is tracked and handled. Please provide examples of periodic surveys used for students, faculty and staff.
6. Ability for college account administrators to pull reports/data metrics based on volume, trends, success outcomes and user queues at any given time
7. At a minimum the following list of reports will be provided to the College on a weekly/monthly/quarterly basis within the Scope of Work (including graphs and spreadsheets as requested).
 - a. Agent Statistics Report(s)
 - i. Call Detail Report
 - ii. Chat Function Detail Reports
 - iii. Activity Report
 - iv. Summary Report
 - v. Unavailability Report
 - b. Call Center Report(s)
 - i. Incoming Call Reports
 - ii. Abandoned Call Report
 - iii. Presented Calls Report
 - iv. Summary Report
 - v. Service Level Report
 - vi. Call Detail Report
 - vii. Hold Time Report
 - viii. Speed of Answer Report
 - ix. Handle Time (Call length) Report



- x. Call Origin (Reason for call) Report
- xi. Escalation to College Rate Report
- xii. Reason for Escalation to College Report
- xiii. Customer Satisfaction Report
- xiv. How students contacted Report (phone, email, chat)
- xv. What time students contacted Report (normal business hours, evenings, weekends)

D. Quality Assurance

- 1. Ability to provide callers with after call and email surveys and pull survey reports
- 2. Ability to listen to recorded calls at any time, with appropriate search options to locate the call.
 - a. Ability for College to remotely monitor calls in real time

E. Contract Management

- 1. Account manager to proactively provide ideas for process improvement based on volume drivers and data reports
- 2. Ability for one college administrator to have direct access to the call center floor manager for quality assurance
- 3. Present the standard process for how the college will address concerns and how to report outcomes back to the college. Provide examples.

Section 3

Proposal Preparation and Submittal

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

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

- A.** 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.
- B.** It is the responsibility of the firm to ensure that proposals are received in the office of the College Director of Contracts & Purchasing 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.
- C.** The firm proposal package must consist of both, one (1) original hard copy of the proposal, clearly marked "Original" and **one (1) digital (PDF) copy of the proposal on a USB flash drive.**
- D.** All proposals must be typewritten on standard paper size (8½ x 11 inches), and must include page numbers.
- E.** The proposal shall incorporate the forms provided in this RFP package. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.
- F.** The proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person along with contact information or an

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

2. Proposal Form

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

By signing the Proposal Form the offeror certifies that the submission of the proposal did not involve collusion or other anti-competitive practices; that the offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. The Offeror also certifies whether it is a small business under the federal regulations, and if so, the category of eligible small business.

3. Cost Proposal

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

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

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

4. Qualifications

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

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

5. Response to Scope of Work

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

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

6. Exceptions to College's Agreement for Services.

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

NOTE: interested offeror is expected to engage in good faith negotiations with the College and, as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy exceptions lists or requests for exceptions to non-negotiable contract provisions (e.g., state-mandated requirements; federal compliance, etc.) will not be considered. (See also Paragraph 9).

7. Offeror's Proprietary/Confidential Information

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

8. Certifications

Include all Mandatory Certification Forms with the proposal. By signing the Certification Forms the offeror certifies (1) whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this RFP; (2) whether it does not and will not engage in boycott of Israel activities; (3) whether it complies with the legal worker verification requirements; (4) the status with regard to debarment, or suspension by any governmental entity; and (5) anti-lobbying certification and disclosure.

9. Appendix

The Proposal Appendix must include all of the applicable:

- a. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.
- b. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.
- c. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the firm utilizes an Order Form, Sales Form or similar document for placement of orders under an existing agreement, include sample form in this section. **No ordering form to be used during the awarded contract term may contain provisions contradicting or conflicting with the underlying agreement.** (See also Paragraph 7).



e. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.**

Section 4

Selection and Contract Award

Selection Process and Criteria

Proposals will be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College.

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

Proposals will be reviewed by the College Selection Committee and will be evaluated based on the following criteria, points noted are maximum awarded:

- a. Firm/Staff Experience and Qualifications** **40 Points**
 - i. Experience with projects of similar type and scope.
 - ii. Experience with private and public sector organizations, and institutions of higher education.
 - iii. Proven and demonstrated hands-on expertise of key management team members and staff in this area of work.
 - iv. Demonstrated expertise in being a strategic partner with clients.

- b. Project Methodology and Structure (if specified in Scope of Work).** **35 Points**
 - i. Description of the approach, methodology, and project structure to be used to satisfy the College's project scope and objectives.

- c. Financial/Cost Proposal** **15 Points**
 - i. Total cost to College as it relates to the services.

- d. Relevant References** **10 Points**

Section 5

RFP Completion Checklist

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

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

Section 6

Proposal Form

Date _____

Proposal of _____,

(Company Name)

a corporation organized and existing under the laws of the State of _____;

a partnership, registered in the State of _____, and consisting of _____;

an individual trading as _____,

Located at _____

This Proposal is submitted in response to RFP No. _____,

[provide title or brief description]

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

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

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

Addendum No.	Date:
_____	_____
_____	_____
_____	_____
_____	_____

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

The undersigned further certifies that your firm (check the appropriate areas):

women-owned business; minority-owned business; labor surplus area firm

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

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

small business; veteran-owned small business; service-disabled veteran-owned small business;

HUB Zone small business; small disadvantaged business; or women-owned small business.

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

(Offeror's Full Legal Name)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Phone)

(Federal Taxpayer ID Number)

Cost Proposal Form

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

Note: All costs shall be included here; No additional expenses shall be billed to College for any reason).

Offering firms should provide the following costs for project implementation (to include planning and service design, training, etc.), ongoing Tier 1 call center support (per call, per minute, ets) and all other costs such as software licensing, ADA/Spanish speaking services, etc. Sufficient additional detail should be provided for the evaluation committee to clearly identify sources of all costs and expenses. Any costs and expenses not clearly identified as part of the proposal will not be considered at a later date. Prospective vendors should provide complete costing for individual Student Support Services. Optional costs should be clearly identified as such separately.

Per Call Cost for Student Services

ITEM NO.	STUDENT SERVICE AREA	COST PER CALL
1.	Accounts Receivable Services	
1.a.	Calls 1 through 1000	\$ _____
1.b.	Calls 1001 through 5000	\$ _____
1.c	Calls over 5000	\$ _____
	Total	\$ _____
2.	Financial Aid	
2.a	Calls 1 through 1000	\$ _____
2.b.	Calls 1001 through 5000	\$ _____

2.c.	Calls over 5000	\$ _____
	Total	\$ _____
3.	Admissions, Records & Registration	
3.a.	Calls 1 through 1000	\$ _____
3.b.	Calls 1001 through 5000	\$ _____
3.c.	Calls over 5000	\$ _____
	Total	\$ _____

PER EMAIL COST PER STUDENT SERVICES

ITEM NO.	STUDENT SERVICE AREA	COST PER CALL
1.	Accounts Receivable Services	
1.a.	Email 1 through 1000	\$ _____
1.b.	Email 1001 through 5000	\$ _____
1.c.	Email over 5000	\$ _____
	Total	\$ _____
2.	Financial Aid	



2.a	Email 1 through 1000	\$ _____
2.b.	Email 1001 through 5000	\$ _____
2.c.	Email over 5000	\$ _____
	Total	\$ _____
3,	Admissions, Records & Registration	
3.a.	Email 1 through 1000	\$ _____
3.b.	Email 1001 through 5000	\$ _____
3.c.	Email over 5000	\$ _____
	Total	\$ _____

Other Call Center Support

ITEM NO.	DESCRIPTION	
1.	Implementation and Training	\$ _____
2.	Transferring calls to departments such as Desire to Learn	\$ _____
3.	All Other Charges	\$ _____
TOTAL OF OTHER		\$ _____

Provide pricing on any additional services you may provide for the Call Center such as chat bot, text messaging and Rapid Response outbound campaigns and/or robocalls.

ITEM NO.	DESCRIPTION	
1.		\$ _____
2.		\$ _____
3.		\$ _____
4.		\$ _____

Additional services, may be requested; on a if needed, as needed basis. Should additional services be needed by the College, additional cost will be negotiated.

Exceptions Requested Form

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

Requests no exceptions

Requests the following exceptions:

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

Section 7

Sample Agreement

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of _____, 2018 (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and _____ [insert Contractor’s full legal name] _____ (“**Contractor**”), a(n) _____ [insert Contractor’s State of incorporation/registration] _____ corporation, with a principal place of business at _____ [insert complete address] _____.

RECITALS:

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

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

1. SERVICES

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

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

2. COMPENSATION

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

3. TERM

The term of this Agreement shall commence on _____, 2018 and, unless terminated earlier pursuant to Section 4 of this Agreement or as stated in the terms and conditions, expire [on the _____, 201] (“**Term**”).

4. TERMINATION

4.1. **Termination for Cause.** Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents,



data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-procuring the services.

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

5. INSURANCE

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

6. NOTICES

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

To **COLLEGE:**

Name: _____
Phone: _____
Email: _____
Address: _____

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**

[INSERT CONTRACTOR'S FULL LEGAL NAME]:

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

ATTACHMENTS:

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



**ATTACHEMENT A to AGREEMENT FOR
SERVICES**

GENERAL TERMS AND CONDITIONS

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



Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

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

8. Confidentiality

8.1. If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.

8.2. Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.

8.3. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

9. Educational Records; FERPA. College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.

10. Public Records. The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.

11. Privacy and Security.

- 11.1.**If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 11.2.**At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
- 11.3.**Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
- 11.4.**In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
- 11.5.**In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.

12. Indemnification. Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("**Indemnitees**") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College's Confidential Information.

13. Use of Names; Trademarks. Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.

14. Use of College Property. While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor



regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.

- 15. Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 16. Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
- 17. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.
- 18. Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
- 19. Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
- 20. Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
- 21. Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
- 22. Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 23. Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order



during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.

- 24. Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
- 25. Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
- 26. Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 27. Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of then fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 29. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.



PimaCommunityCollege

Contracts&Purchasing

Proposal No. P20/10025L

02/12/2020

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.



PimaCommunityCollege

Contracts&Purchasing

Proposal No. P20/10025L

02/12/2020

ATTACHMENT B to AGREEMENT FOR SERVICES

SCOPE OF WORK; DELIVERABLES

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



PimaCommunityCollege

Contracts&Purchasing

Proposal No. P20/10025L

02/12/2020

COMPENSATION

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

ATTACHMENT D
INSURANCE REQUIREMENTS

1. GENERAL INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

2. INSURANCE COVERAGE REQUIRED:

A. Workers' Compensation Insurance - Contractor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

Employer's Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

B. Commercial (Business) Automobile Liability Insurance – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit	\$1,000,000 (CA 0001)
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C. Commercial General Liability Insurance – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$ 50,000
Fire Legal Liability	\$100,000,000

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

D. Professional Errors and Omissions (including Environmental Impairment Liability)	\$1,000,000 per occurrence
E. Hangar Keepers’ Liability	\$50,000,000 per occurrence
F. Garage Keepers’ Liability	\$50,000,000 per occurrence
G. Aviation Liability (including Aircraft Products and Completed Operations), War, Hijacking and Other Perils (AVN 52D)	\$50,000,000 per occurrence
	\$50,000,000 per occurrence and aggregate
H. All Risk Property/Builder’s Risk Coverage (including Contractor’s Equipment, Business Interruption, and Terrorism Coverage)	Replacement cost value at 100%

**ATTACHMENT E.1 to AGREEMENT
FOR SERVICES**

SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL CONTRACT

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

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

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

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

52.222-54 Employment Eligibility Verification (Oct 2015)

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

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

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

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

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

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

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

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

ATTACHMENT E.2 to AGREEMENT FOR SERVICES

SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL GRANT

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

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

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

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

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

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

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

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

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

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

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

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

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



ATTACHMENT F

Sample Student Support Services Questions

This listing of questions represents a sampling of the types of concerns, questions and issues that the call center might field for the various functional areas covered by this RFP. It is provided here as an indication of the general types of calls that are received on an ongoing basis and is not to be considered all inclusive.

1. Financial Aid

Once trained, representatives of the successful vendor should be able to respond with a correct answer to all of the following questions regarding Financial Aid. The successful vendor will also be required to submit a plan of action for how the more detailed and in-depth questions will be transferred to Pima personnel for final resolution.

- What is financial aid?
- I want to go to school, how do I apply for financial aid?
- What information do I need to apply for financial aid?
- What is the deadline to apply for financial aid?
- How often does the FAFSA need to be completed?
- I applied for financial aid, how will I know if I am eligible?
- What is "expected family contribution (EFC)"?
- How does the EFC affect my financial aid?
- How much financial aid could I get?
- Where can I check the status of my financial aid application?
- FAFSA denied me, can I get a student loan?
- What does Verification mean?
- Why do you need my tax information?
- Why do you need my parent's information, they don't support me? I live on my own.
- How much financial aid can I get at Pima?
- I am from out of state, how much more financial aid can I get for that?
- Where can I find information about my financial aid on MyPima account?
- What does the red flag/green check mean?
- Why can't I receive the full amount of aid that I am eligible for?
- What does my budget have to do with how much aid I can get?
- What does the Cost of Attendance (COA) mean?
- Is the COA how much it is going to cost me to go to school?
- How soon can I expect to receive my financial aid check?
- I signed my MPN and completed the Loan Entrance Counseling, when will I get my loan money?
- Do I need to enroll in classes to get my loan money?
- What scholarships do you have available?
- Why didn't I get the FSEOG/LEAP/Perkins like my friend?
- My friend & I have the exact same living situations; why did s/he get more financial aid than I?



- My friend got her financial aid a long time ago, how come I still haven't gotten mine?
- Will my financial aid be affected if I have to change my schedule?
- I am not able to complete my enrollment, how will that affect my financial aid?
- What is the difference between a "drop" and a "withdrawal"?
- Why did you pull back some of my financial aid?
- Why do I still have an outstanding balance due if I got financial aid?
- There is a negative amount on my account, do I owe that?
- I am a responsible good student, why am I no longer eligible for financial aid?
- The Federal government said I am eligible for financial aid, why does Pima say I'm not?
- I support my live-in companion, plus additional family members, why can't I count them on my FAFSA?
- I pay child support and contribute more than 50% of their support, why can I only count one of the situations on my FAFSA?
- Why do you need to know about my checking and savings/investments/business?
- How do you calculate "net worth" of investments/business assets?
- The IRS accepted my tax return, why are you saying it is wrong?
- Why do I need to turn in an appeal?
- What does 67% completion mean?
- What does timeframe mean?
- When do I have to turn in my appeal?
 - Why was I denied?
 - What do I do if it's denied?

 - Can I re-appeal? I was denied.

 - What does probation mean?

 - What does warning mean?
- What happens if I receive all "Fs" and/or all "Ws" or both? What if I drop all of my courses?
- Why won't I get money on a course I have taken before?
- What is the Financial Aid Freeze date? What happens?

2. **Financial Aid/Accounts Receivable Services**

Once trained, the successful vendor should be able to respond with a correct answer to all of the following questions regarding both Financial Aid and Accounts Receivable Services. The successful vendor will also be required to submit a plan of action for how the more detailed and in-depth questions will be transferred to Pima personnel for final resolution. The questions in this section are indicative of the 40-50% of questions that might be initiated in one area but ultimately be resolved in the other.

- Why isn't my Financial Aid showing on my student account?
- When will my Financial Aid Refund be available?
- My Financial Aid is showing as "memoed" on my account? When will I get my refund?
- My Financial Aid is showing on my account? Is my check ready?
- I received a refund amount that does not make sense.
- Why do I have a Financial Aid hold on my account?



- How do I return my financial aid check?

3. **Accounts Receivable Services**

Once trained, representatives of the successful vendor should be able to respond with a correct answer to all of the following questions regarding Accounts Receivable Services. The successful vendor will also be required to submit a plan of action for how the more detailed and in-depth questions will be transferred to Pima personnel for final resolution.

- How much do I owe?
- How do I pay for my classes?
- When is the latest I can pay for my classes?
- Why was I dropped from my classes?
- Why is there a Financial Hold on my Account?
- Can I pick up my Financial Aid check?
- How do I set up e-refund?
- How do I set up a Payment Plan?
- I want to add a class; can I update my payment plan?
- Can I put books on my payment plan?
- My check did not come in the mail, how do I get it replaced?
- My Child/Spouse is a Student at Pima. Can I get information regarding what they owe?
- When I enter my credit card number in the payment plan I get an error message. What do I do?
- If I drop a class, or the class was cancelled, will I get a refund?
- What is IRS form 1098-T?
- When will I receive my IRS 1098-T form?

Student Services Support Questions. Once trained, representatives of the successful vendor should be able to respond with a correct answer to all of the following questions regarding Student Services support. The successful vendor will also be required to submit a plan of action for how more detailed and in-depth questions will be transferred to PCC personnel for final resolution.

Potential Student Questions

- How/when am I notified that I was admitted to the college?
 - How/when do I register for classes?
 - How/when do I take placement tests?
 - Why do I have to take placement tests?
 - What is Multiple Measures?
 - How do I register for New Student Orientation?
 - Why do I have to register for New Student Orientation?
 - Does PCC offer Veteran's education benefits/how do I start them at PCC?
 - How do I make appointments for New Student Orientation, Graduation Check or General Advising?
- o Note: Some callers want to make an appointment, even when they don't really need it {question can be answered over phone).



- Why do I have to complete a Verification of Lawful Presence Form?
- How do I complete a Verification of Lawful Presence Form?
- How do I login, retrieve password, username or navigate MyPima?
- What are the College's hours of operation?
- What/where is my Student Schedule?
- Why do I have holds?
- How do I take care of this hold?
- What is this hold?
- How do I get course registration permissions? (pre-requisites and instructor permissions)
- How do I order official/unofficial transcripts?
- What is the status of my official transcript order?
- My account is no longer active, how do I order transcripts?
- What are the bus hours and how much do bus passes cost?
- How do I view my grades information?
- When will grades be posted?
- I asked for a grade change, what is the status?
- How do I get to a certain campus/location?
- Directory calls (trying to find an employee, usually a faculty member)
- What is the difference between counseling and advising?
- I have career counseling questions, how can you help?
- Do you have housing for students?
- Can you help me locate, secure, or pay for housing?
- What universities do you partner with?
- What universities are on campus?
- How do I get ahold of a university?
- What is/how do I connect with student life {clubs, resources}?
- How do I connect with community resources?
- What is/how do I establish/what do I need to do for residency?
- My residency is wrong, how do I resolve it?
- How do I obtain a syllabus for an on-line course?
- How do I navigate D2L?
- How do I get started with an online class?
- What are my class start dates?
- My class was cancelled, what are my options?
- I withdrew myself in error, what do I do?
- My instructor is not responding toe-mails/phone calls, what do I do?
- Campus - program specific questions {EMT, Health professions, hospitality, etc.)
- What classes do I take at PCC to transfer to a state university?
- Do you offer student health insurance?
- Do you offer non-credit classes?
- Can I audit a class? How? What does it cost?
- How do I register and pay for non-credit classes?
- How do I get more information about non-credit classes?
- Do you offer Adult Education-HSE-High School Equivalency (formerly GED)?
- How do I register for Adult Education?
- I don't live in Tucson and want to take online classes. How do I assess? How do I complete orientation?
- What is Ed2Go? How do I enroll?



- How do I obtain access to get on base for a Davis-Monthan class?
- I need to withdraw from my classes. How do I?
- I have special circumstances and need to drop/withdraw. What do I do?
- How do I apply for graduation?
- When will I receive my diploma?
- What is a waitlist?
- How do I register for a waitlisted class?
- Does Pima offer access and accommodations for students with disabilities?
- How do I get information on disability resources?
- Does Pima offer tutoring services?
- What are the library hours?
- How can I get involved in clubs, sports or campus events?



PimaCommunityCollege

Contracts&Purchasing

Proposal No. P20/10025L

02/12/2020

Section 8
Mandatory Certification Forms



CONFLICT OF INTEREST CERTIFICATION

Date:

RFP #

Offeror legal name:

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

- There is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this RFP.***

- The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this RFP, and the nature of the substantial interest, are included below or as an attachment to this certification:***

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



BOYCOTT OF ISRAEL CERTIFICATION

Date:

RFP #

Offeror legal name:

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

Accordingly, the Offeror certifies that:

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

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

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



WORKER ELEGIBILITY VERIFICATION

Date:

RFP #

Offeror legal name:

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

Accordingly, the Offeror warrants that:

(1) it complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it shall, as applicable or required under A.R.S. § 23-214, verify, through the e-verify program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and

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

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

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

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

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

Date:

RFP #

Offeror legal name:

In accordance with the OMB guidelines at 2 C.F.R. 180, and the Federal Acquisition Regulation, 52.209-6, other than a subcontract for a [commercially available off-the-shelf item](#), College is prohibited to enter into any subcontract in excess of \$35,000 (or \$25,000, for Federal *Grant*-funded purchases) with a contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

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

(A) the Offeror or its Principals as of the time of award of the contract by the College is or is not debarred, suspended, or proposed for debarment by the Federal Government; and

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

(2) The Offeror shall provide immediate written notice to the College Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in Section (1)(A) of the above provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to provide certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible. This Certification in Section 1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to College, College may terminate an agreement resulting from this solicitation for default.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



ANTI-LOBBYING CERTIFICATION AND DISCLOSURE

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

Date:

RFP #

Offeror legal name:

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

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

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

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

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

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

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number: