



Notice of Request for Qualifications (RFQ)
RFQ No. P26/10082L
Marketing and Advertising Services

Pima County Community College District ("**College**") is seeking Statements of Qualifications from experienced Vendors (firms and/or individuals) willing to provide **Marketing and Advertising Services** for PCCs Marketing Department. The College's intent is to develop a Qualified Vendors List for these services.

A single or multiple Service Agreements with an initial term of one-year and four (4) annual renewal periods will be awarded to a qualified firm(s).

DUE IN and OPENS: The solicitation is open and continuous. Proposals for the Qualified Vendor List for Marketing and Advertising Services for the College shall be accepted until **October 30, 2026, at 3:00 PM (MST)**. The Committee shall convene and review proposals on an as-needed basis as proposals are submitted. Approved proposals will be added to the College's QVL List.

Proposal Packets must be electronically submitted by this deadline to the following location: EMAIL: do-bids-proposals@pima.edu **ELECTRONIC SUBMITTALS REQUIRED**

Any Statement of Qualifications (SOQ) packet received after the DUE IN and OPENS date and time listed above, or as amended by addendum will be returned and not considered.

QUESTIONS pertaining to this Request for Qualifications (RFQ) must be communicated in writing and be received via email by **August 25, 2026, at 3:00 PM (MST)**. Questions must be sent to the email address below and should include the RFQ number and specified Procurement Analyst's name in the subject field of the email. Question(s) should include a reference to the appropriate page and section number of the RFQ.

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

ANSWERS to Questions submitted in writing and will be posted to the Pima Community College Website and emailed to potential respondents by **September 1, 2026, at 3:00 PM (MST)**.

Copies of this solicitation, addenda, questions and answers, and any related documents are available on the Pima Community College Website: <https://pima.edu/administration/contracts-purchasing/index.html>. It is the responsibility of respondents to check the Website periodically for addenda and/or updates to the solicitation and to obtain this information in a timely manner. Failure to include acknowledgement of all addenda may be cause for rejection of the Proposal Statement of Qualifications (SOQ).

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

Jennifer Moore, MBA, CPPB
Director, Procurement Services Department
Pima County Community College District
4905 East Broadway, Bldg. D 206
Tucson, Arizona 85709-1420

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Section 1| Introduction

Pima Community College is seeking marketing, advertising, creative, digital, and related services to support enrollment growth and strengthen brand awareness across credit and non-credit programs.

Primary objectives include:

- Increasing enrollment among traditional students (recent high school graduates)
- Increasing enrollment among non-traditional students (including those seeking upskilling, reskilling, or returning to education)
- Increasing student retention, persistence, and re-enrollment among current and stop-out students

In order to drive awareness, engagement, enrollment, retention, and re-engagement throughout the student lifecycle.

The selected vendor(s) will support the development and execution of integrated, audience-focused marketing strategies across channels — including, but not limited to:

Group 1: Media Planning and Advertising

Media planning and buying, digital advertising, paid search, paid social, programmatic advertising, traditional advertising, media strategy, campaign optimization and reporting

Group 2: Brand, Marketing Strategy, and Creative Services:

Brand strategy and positioning, marketing and campaign strategy, market and audience research, student search, enrollment analysis, messaging and positioning, creative concept development, graphic design, copywriting/content development, video production, photography

Group 3: Digital Experience:

Website strategy and development, Search Engine Optimization (SEO), landing page development, marketing automation and CRM strategy, email marketing, analytics, conversion rate optimization

Vendors may submit responses to one, two or any combination of Groups. This Request for Qualification will establish the Qualified Vendor List for use on an annual basis for the services defined by Group and in accordance with the provisions, specifications, and instructions stated in this solicitation. The College makes no guarantee that Vendors on the Qualified List will receive work. Each authorized Department will schedule work under this contract on an as-needed, if needed basis, at which time Qualified Vendor List providers will be asked for a project-specific scope of work, availability and pricing.

To ensure adequate contract coverage, multiple awards will be made for each Group (category of service). The College will accept SOQ-Proposals from any and all firms and individuals with the demonstrated ability to provide the proposed Group-category of services. Each respondent must indicate which group(s) of service they are qualified and proposing to provide.

Entity Submitting Proposal. The terms “vendor,” “offeror,” “firm,” “consultant,” “company,” or “contractor” used in this RFQ or any subsequent documents or communications related to this RFQ 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 RFQ. NOTE: **Statement of Qualifications (SOQ)** and **Proposal** are to be treated as synonymous, referring to the complete packet of forms required for submittal in response to this RFQ.



Section 2| Background Information

Based in Tucson, Arizona, Pima Community College is a comprehensive two-year public institution of higher education serving learners and employers throughout Southern Arizona. For more than 30,000 students, majority-minority, per year, Pima College offers courses and 2-year associate degrees in a variety of fields for transfer to a four-year university as well as degrees and certificates intended for direct application in employment. The College also provides workforce training to individuals and employers, in addition to adult basic education for individuals needing to complete a high school education so they can progress successfully to college level work. The College has five main campuses along with several learning centers, including one in Nogales, Arizona next to the border with Mexico.

Tucson regularly ranks among the poorest cities of its size in the U.S. At least 80,000 adults lack a high school diploma. Nearly 50 percent of Tucson workers do not earn a family-sustaining wage.

Section 3| Solicitation Terms and Conditions

1. **Inquiries/Questions.** Only questions answered by a formal written addendum to the solicitation will be binding. Firms may only submit written questions via e-mail as indicated on the Notice page. Oral interpretations or clarifications will be without legal effect.
2. **Addenda.** Any change to the solicitation RFQ will be in the form of a numbered addendum issued by the Procurement Department. Any addendum will be posted on the College's webpage listed on the Cover page of this RFQ. Other than official numbered addenda issued by the department of Procurement Services, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
3. **Request for Proposal Opening.** PROPOSALS are opened publicly by the department of Procurement Services. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. No other information will be released until time of award. Proposal results will not be given in response to telephone inquiries.
4. **Proposal, General Provisions.**
 - 4.1. **Offer and Acceptance.** A response to the solicitation is an offer to contract with the College based on the provisions contained in the solicitation. An authorized signature on the cover letter accompanying the RFQ submittal and required documents will constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which will incorporate this solicitation.
 - 4.2 **Cost of Preparation of Proposal.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal will be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.
 - 4.3. **Accuracy.** It is the responsibility of all firms to examine the entire RFQ solicitation documents and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer in the form of a Proposal. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Firms are responsible for errors and



omissions in their proposals/offers. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal/offer and may result in rejection.

5. **Deviation/Exceptions/Alternate Requests.** Offerors that propose modifications or request exceptions to the contract provisions must clearly identify the proposed deviations and any proposed substitute language on the appropriate Required Submittal Form. These should be identified and submitted with the RFQ response. Exceptions will be addressed during contract negotiations. Deviations must reference the specific paragraph number(s) and adequately define the alternate or exception submitted. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of the contract.
6. **Effective period of proposals.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFQ to be valid and irrevocable for ninety (90) days after the Opening Due Date and Time. Any firm who does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.
7. **Withdrawal.** Proposals may be withdrawn until the date and time of the Opening. Proposals may not be withdrawn for ninety (90) days after the Opening. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the College requires an offer submitted in the form of a Proposal in response to this solicitation to be valid and irrevocable for ninety (90) days after the solicitation Due Date and Time.
8. **Acceptance or Rejection of Proposals.** The College reserves the right to waive any formalities and to reject any or all Proposals or any part(s) thereof, and/or to accept any Proposal or any part thereof and/or to cancel the Request for Qualifications (RFQ). The College also reserves the right to reject the Proposals of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the Proposal.
9. **Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a Proposal.
10. **Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFQ will become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.
11. **Confidential Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.

The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. The College will have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. The College, as a public entity subject to Arizona public records law.



12. **Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
13. **Cancellation.** The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.
14. **Waiver of Damage Claim.** Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer and/or the rejection of his/her proposal/offer.
15. **Protests** are filed with the Procurement Services Department Director, Pima County Community College District (College), within ten (10) calendar days of the date that the Protester knows or should have known the basis of the protest or the award date, whichever is earlier. Failure to protest within the period shall be deemed a waiver of all rights to protest.

Section 4| Instructions

PROPOSAL PREPARATION. Before submitting a Proposal, each firm shall familiarize itself with the entire RFQ, including the Scope of Work, sample Agreement for Services, College's insurance requirements, and all laws, regulations and other factors affecting the firm's performance.

The firm is responsible for fully understanding the requirements of a subsequent contract and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a Proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

Proposals must conform to all requirements stated below. Disregarding these requirements may result in disqualification of the Proposal.

- A. The College is NOT accepting "hardcopy" solicitation responses via mail or drop-off at the District Office. The College will only accept solicitation responses electronically via submission to the following email address and must be received at do-bids-proposals@pima.edu by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.
- B. All Proposal materials must be sent electronically and clearly marked in the subject line with the Company Name, solicitation title, solicitation number, and calling for the attention of the assigned Procurement Analyst.
- C. It is the responsibility of the firm to ensure that Proposal(s) is received electronically by the Due Date and Time stated on the Cover Page of this solicitation or as amended by a solicitation Addendum.
- D. The proposal packet must consist of one (1) original copy of the proposal in PDF format, clearly marked "Original". The firm's Proposal packet must be one combined PDF document with all required documentation. Do not submit your response as separate files.
- E. Proposals must be typewritten on standard paper size (8½ x 11 inches) and include page numbers.
- F. The Proposal will incorporate the Forms provided in this RFQ solicitation. It is permissible to copy these forms as required. The authorized person signing the Proposal will initial erasures, interlineations or other modifications on the Proposal forms.



- G. Responses are to be provided on the Forms included in this solicitation. Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFQ. Supporting documents must be clearly titled and reference the applicable form.
- H. The Proposal should be organized in sections with Tabs as outlined below.

Tab 1: Cover Letter

All Proposal responses must include the following:

- A. The cover letter submitted under the firm's name on the firm's letterhead
- B. The cover letter should reference the College's RFQ number and title found within this solicitation.
- C. The cover letter should be addressed to the assigned Procurement Analyst
- D. The cover letter should express the firm's interest and serve as an executive summary of the Proposal.
- E. The cover letter should contain the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College (include email address and phone number).
- F. The cover letter must also identify the primary contact for this Proposal with current contact information: email address, phone number and office address.
- G. The Proposal Table of Contents should be a maximum of two (2) pages (this item is not scored).

Tab 2: Required Submittal Forms

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

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

1. Solicitation Certification Form
2. Exceptions Requested/Vendor Order Form
3. Confidential and/or Proprietary Declaration Form
4. Mandatory Certifications Form
 - a. Conflict of Interest
 - b. Boycott of Israel
 - c. Legal Workers Eligibility Verification Requirement
 - d. Forced Labor
 - e. Conviction
5. Appendix Form
 - a. Litigation
 - b. Canceled, Debarred or Suspended
 - c. Prior Use
 - d. Cooperative Agreement
 - e. Subcontract, Third Party
6. Non-Collusion Affidavit Form



7. Anti-Lobbying Certification

Tab 3: SOQ - Proposal Forms

The content of the Proposal (response to the evaluation criteria) must describe the firm's qualifications to provide the Marketing services using the Proposal Forms contained herein.

This solicitation includes **five (5)** forms that will comprise the Proposal to be prepared by the Offeror. The Offeror will complete the forms as per the guidance and questions contained therein. Each form included in this RFQ solicitation, along with any supporting documentation, the Offeror will submit such Detailed responses together with its original Proposal packet.

1. **Qualifications and Experience form**
2. **Method of Approach form**
3. **References form**

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

1. All Proposal materials must be clearly marked with the Request for Qualifications (RFQ) title, solicitation number, and the firm's name.
2. It is the responsibility of the firm to ensure that complete Proposal packet submittals are received at do-bids-proposals@pima.edu by the Due Date and Time (deadline) stated on Cover Page of this RFQ solicitation or as changed by a solicitation addendum.
3. The firm is responsible for delivery of their Proposal packet by the Due Date and Time (deadline) notwithstanding any claims of error or failure to perform by email transmission.
4. No Proposal modifications may be submitted orally, or via telephone, facsimile, or telegraph.
5. Proposal Packet must be compiled in the following order:

Tab 1: Cover Letter

Tab 2: Required Submittal Forms

Tab 3: Proposal Forms

Section 5| RFQ Selection Process

A. Overview of the Selection Process

1. A qualified selection committee will evaluate and score responses based on the selection criteria and relative weight of the selection criteria stated in this Request for Proposals.
2. Following the evaluation and ranking of Proposals, the College may, at its discretion, interview the top ranking firms.
3. The College reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process will be taken into consideration when evaluating the stated criteria.



4. The College will award contracts to consultants, based only on the scores resulting from the evaluation of the Proposals, and interviews (as deemed necessary); followed by the successful negotiation of fair and reasonable fees schedules with the highest ranked and most qualified consultants.
5. Additional Investigations: The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a Proposal.

B. Selection Evaluation Criteria

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

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

Evaluation Criteria	Point Value
A. Qualifications and Experience	Pass/Fail
B. Method of Approach	Pass/Fail
C. References	Pass/Fail
Total Possible Points Must Pass All Criteria	

C. Interviews/Demonstrations: Following the evaluation, scoring and ranking of the Proposals, the College may, at its discretion, interview and/or request a demonstration of the top ranking firms.

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

D. Negotiations of Contract Terms and Compensation Fee Schedule: The College may enter into negotiations with the Proposal(s) on the final list. The negotiations will include a request for compensation fee schedules to determine fair and reasonable compensation; and consideration of any requested exceptions taken by the Offeror to the Consultant Service Agreement terms.

Section 6| Contract Award and Execution

A. General

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

B. Financial Stability



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

Section 7| Required Submittal Forms

Consist of the following:

Tab 1: Cover Letter

Tab 2: Required Submittal Forms

Solicitation Certification Form

Exceptions Requested/Vendor Order Form

Confidential and/or Proprietary Declaration Form

Mandatory Certification Form

Appendix Form

Non-Collusion Affidavit Form

Anti-Lobbying Certification and Disclosure Form



Solicitation Certification Form

In response to RFQ No. P26-10082L Title: Marketing and Advertising Services this proposal is submitted

By: _____,
Company Legal Name Doing Business As DBA

Mailing Address: _____ City/State/Zip: _____

Business Structure with the Internal Revenue Service:

- ☐ Corporation organized and existing under the laws of the State of _____;
 ☐ C-Corporation (CC)
 ☐ S-Corporation (SC)
☐ Limited Liability Company (LL)
 ☐ C Corporation (LC)
 ☐ Partnership (LP)
 ☐ S-Corporation (LS)
☐ Partnership(PP), registered in the State of _____, and consisting of _____;
Individual/sole proprietor or single member LLC (IN) trading as _____,
☐ Non-Profit - Exempt (EX)
☐ Other Tax Classification (OT) i.e foreign vendor, government,

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

Addendum No.	Date:		Addendum No.	Date:

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

Authorized Signature/Date: _____

Print Name/Title: _____

Email Address/Phone No.: _____



Exceptions Requested /Vendor Order Form

Company Name: _____

Any exceptions to the requirements of this RFQ, including the College's Sample Agreement and Scope of Work, that the Offer requests the College to consider must be addressed on this form.

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

- (i) Name of the Document/Attachment;
- (ii) Agreement Page Number and Section Number;
- (iii) Exception;
- (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.

If there are **NO** proposed alternates or exceptions, a statement to that effect must be provided.

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

_____(initial) **Exceptions/Alternates** are noted in the space below or are included as an Attachment to this section.

Order Form:

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

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

Authorized Signature/Date: _____

Print Name/Title: _____



Mandatory Certifications Form

Company Name: _____

A. Conflict of Interest Certification

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

_____ **(Initial)** The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this Request for Proposal, and the nature of the substantial interest, are included below or as an attachment to this certification form.

First and Last Name

Title

B. Boycott of Israel Certification

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any Contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the Contractor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. A breach of the foregoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror.

_____ **(Initial)** Accordingly, the Offeror by initializing certifies Offeror is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with college under this RFQ engage in a boycott of Israel.

C. Legal Workers Eligibility Verification Requirement

_____ **(Initial)** As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any Contractor who fails, or whose subcontracts/subrecipients fail, to comply with A.R.S § 23-214 governing the employee verification requirements through the federal e-Verify program. Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, as applicable or required under A.R.S § 23-214, verify, through the e-Verify program as jointly administered by the U.S. Department of Homeland Security and Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and (2) that it will, as applicable or required under A.R.S § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror.

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



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

D. Forced Labor Certification As required by the Arizona Revised Statutes § 35-394, College is prohibited from awarding a contract to any Contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the Contractor does not currently use Forced Labor and agrees for the duration of the contract to not use, forced labor, of ethnic Uyghurs in the People's Republic of China.

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

E. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals or Owners

e.1 (check one) have () or have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

e.2 (check one) are () or are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (e.1) of this provision. "Principals," for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity. The certifications of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

Authorized Signature/Date: _____

Print Name/Title: _____



Appendix Form

Company Name: _____

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

Litigation: Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.

☐ N/A

☐ YES - RESPONSE:

Debarred, suspended: If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.

☐ N/A

☐ YES - RESPONSE:

Prior Use: If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

☐ N/A

☐ YES - RESPONSE:

Cooperative: If the firm intends to use any cooperative, for the purposes of this proposal, the firm must submit a copy of the Cooperative Contract.

☐ N/A

☐ YES - Copy of Cooperative Agreement is attached to this form.

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.

☐ N/A

☐ YES - RESPONSE:

Authorized Signature/Date: _____

Print Name/Title: _____



Affidavit of Non-Collusion Form

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO
COLLUSION IN BIDDING
FOR CONTRACT**

STATE OF: _____)

)

COUNTY OF: _____) ss

)

(Name of Individual)

being first duly sworn upon oath deposes and says:

That he is _____
(Title)

of _____
(Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before me
this _____ day of _____ 2026.

(Signature)

If by a Corporation

My commission expires: _____

(Seal)

Notary Public



ANTI-LOBBYING CERTIFICATION AND DISCLOSURE

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

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

Authorized Signature/Date: _____

Print Name/Title: _____



Section 8| Statement of Qualifications Forms

Company Name: _____

Qualifications and Experience form (Point Value: Pass or Fail)

Instructions: Responses to the questions may be noted in the space provided below and included as an Attachment to this form. (Note: Space for responses contained in this form will automatically expand as responses are typed. When responding to this form as an attachment, clearly identify in your proposal response the title of the form, each question number shown below and your response to that question. This form and all attachments must be submitted as a part of your proposal.)

1. Identify (place a check mark in the applicable brackets) the Group or Groups of services you propose to provide.

☐ Group 1: Media Planning and Advertising
☐ Group 2: Brand, Marketing Strategy, and Creative Services
☐ Group 3: Digital Experience

2. Describe relevant experience of the Firm working and providing services in the Groups proposed. Describe primary strengths and areas of expertise. (Response should not exceed three (3) pages for each Group) **RESPONSE:**

3. Detail Firms experience supporting education, preferably higher education institutions, public sector, and/or for non-profit organizations. Include experience with both credit (degree-seeking) and non-credit/workforce or continuous education marketing, if applicable. **RESPONSE:**

4. Describe your proposed team structure for this partnership, including key roles, responsibilities, and how your team collaborates with clients. Provide the name and qualification of the person(s) who will be assigned to PCC on behalf of any resultant contract. Submit resumes for key personnel who may work on the resultant contract; including relevant experience, description of services under contract/clients, relevant knowledge of educational issues, including community college culture, organization, and philosophy. (A Resume should not exceed three (3) pages.)

RESPONSE: List of Resumes attached - by First and Last Name, Role

- 1.
- 2.
- 3.
- 4.

Authorized Signature/Date: _____

Print Name/Title: _____



Company Name: _____

Method of Approach form (Point Value: Pass or Fail)

Instructions: Responses to the questions may be noted in the space provided below and included as an Attachment to this form. (Note: Space for responses contained in this form will automatically expand as responses are typed. When responding to this form as an attachment, clearly identify in your proposal response the title of the form, each question number shown below and your response to that question. This form and all attachments must be submitted as a part of your proposal.) Each response should not exceed three (3) pages.

1. For the Group(s) of Service proposed, provide a Scope of Work describing the roles, responsibilities of Vendor and College, including deliverables. **RESPONSE:**

-
2. Describe how your proposed services would support Pima's efforts to effectively engage traditional and non-traditional learner audiences, including Gen Z, adult learners, and working professionals. Where applicable, explain how you tailor strategy, messaging, creative, channels, digital experiences, or other deliverables to effectively reach and engage these audiences. **RESPONSE:**

-
3. Provide one case study relevant to the Group(s) of Service proposed that demonstrates your firm's experience serving at least one of the following audiences: Gen Z, adult learners, or working professionals. Include the project objectives, your firm's role, approach, key deliverables, and measurable results, as applicable.
RESPONSE:

-
4. Describe your approach to collaborating with clients throughout a project lifecycle. Include how you gather requirements, establish expectations, communicate progress, manage revisions, and ensure successful project delivery.
RESPONSE:

-
5. Describe how you measure the success of your work, and, where applicable, optimize performance over time. Include relevant key performance indicators (KPIs), your approach to evaluating effectiveness, and how data or client feedback informs continuous improvement.
RESPONSE:
-



6. Provide an example of how you used data, research, analytics, client feedback, or other insights to improve campaign performance and drive measurable results.

RESPONSE:

-
7. What tools or technologies (including AI) are central to delivering the Group(s) of Service proposed? How do you use them to improve quality, efficiency, collaboration, performance, or reporting?

RESPONSE:

-
8. Describe your approach to developing project budgets and allocating resources for the Group(s) of Services proposed. Include how staff time, production costs, third-party expenses, and fees are typically structured. Provide sample pricing or pricing methodology representative of your services. If proposing media planning and buying services, also provide a sample allocation for a \$500,000 annual advertising budget, including any assumptions used.

RESPONSE:

Authorized Signature/Date: _____

Print Name/Title: _____



Company Name:_____

References form (Point Value: Pass or Fail)

Evidence of ability to provide the proposed services demonstrated by providing at least three (3) references of which you have performed Marketing and Advertising Services within the last three years. The College reserves the right to contact any reference to assist in the evaluation of the bid/proposal, to verify, supplement and/or clarify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid/proposal.

Reference One - 1:

Entity Name:

Contact Name:

Title:

Phone Number & Email:

Brief description of contract services provided:

Reference Two - 2:

Entity Name:

Contact Name:

Title:

Phone Number & Email:

Brief description of contract services provided:

Reference Three - 3:

Entity Name:

Contact Name:

Title:

Phone Number & Email:

Brief description of contract services provided:

Authorized Signature/Date:_____

Print Name/Title:_____



Section 9| Service Agreement

AGREEMENT FOR On-Call Marketing & Advertising Services

This Agreement for Services ("Agreement") is made as of **Month, Day, 2026** ("Effective Date") by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT ("College"), a political subdivision of the State of Arizona, located in Tucson, Arizona, and **Legal Name of Contractor** ("Contractor"), located in **City, State**.

Recitals:

A. **Whereas**, Contractor is a successful offeror under Pima Community College RFQ No. **P26/10082L**: Marketing & Advertising Services.

B. **Whereas**, This Agreement and subsequent services may be funded federally funded;

C. **Whereas**, The Contractor agrees to perform the Marketing & Advertising Services

- ☐ Group 1: Media Planning and Advertising
- ☐ Group 2: Brand, Marketing Strategy, and Creative Services
- ☐ Group 3: Digital Experience

hereinafter set forth when, and as assigned by the College, and

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

1. SERVICES

Subject to the General Terms and Conditions stated in Attachment A and made part of this Agreement, Contractor shall provide College Marketing & Advertising 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 and College.

2. COMPENSATION

In exchange for the Services, College shall pay Contractor as compensation at the rates as and when set forth on Attachment C, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor's obligations under this Agreement.

3. TERM

The term of this Agreement shall be for one (1) year, commencing from date of award. Four (4), one-year extensions of the agreement may be effected by Purchase Order or an amendment to this Agreement approved by both parties, and, unless terminated earlier pursuant to Article four (4) of this Agreement.

4. TERMINATION



4.1 Termination for Cause. Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-procuring the services.

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

5. INSURANCE

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

6. NOTICES

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

To COLLEGE:

Name:

Phone:

Email:

Address:

To CONTRACTOR:

Name:

Phone:

Email:

Address:



7. ENTIRE AGREEMENT; AMENDMENTS

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.

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**

[Company Legal Name xxxxxxxxxxxx]

By:

Print Name:

Title:

Date:

ATTACHMENTS:

Attachment A – General Terms and Conditions

Attachment B – Scope of Work; Deliverables

Attachment C – Compensation – Rate Schedule

Attachment D – Insurance Certificates

Attachment E – Federal Acquisition Regulations



ATTACHEMENT A

GENERAL TERMS AND CONDITIONS

1. Contractor's Performance of Services. Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.

2. Supervision. Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.

3. Government Fees; Licenses. Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.

4. Work to Be Performed by Others. College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.

5. Warranties.

5.1 Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.

5.2 Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.

5.3 To the extent, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.

6. Scope of Relationship. Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "Contractor Parties"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

7. Intellectual Property.

7.1 College's Intellectual Property. All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("Contract IP"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered



“Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, “Intellectual Property” or “IP” means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.

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

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

8. Confidentiality.

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

8.2 Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party’s Confidential Information that the party can show: (i) was already lawfully in the possession



of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.

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

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

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

11. Privacy and Security.

11.1 If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

11.2 At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.

11.3 Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.

11.4 In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description of 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 RFQ used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.

21. Price Adjustment for Multi-Year Contracts. Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.

22. Right to Offset. College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.

23. Stop Work Order. College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("Stop Work Order") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.



24. Gratuities. College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

25. Insolvency. College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.

26. Cancellation for Conflict of Interest. Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

27. Non-Appropriation. Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.

28. Force Majeure. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.

29. No Waiver of Right by College. No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.

30. Dispute Resolution; Arbitration. In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.

31. Severability. If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not



permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.

32. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.

[End of Attachment A]



ATTACHMENT B
SCOPE OF WORK; DELIVERABLES

TBD – Will be developed with the contents of each Proposal Response.

Digital Accessibility Standards: > The Contractor represents and warrants that all digital deliverables (including but not limited to websites, web applications, mobile apps, PDF documents, and multimedia) produced under this Agreement shall comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA standards.

The Contractor shall:

1. Provide an Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) if requested.
2. Remediate, at no additional cost to the Client, any deliverables found to be non-compliant with these standards within [X] days of notification.
3. Ensure all video content includes synchronized closed captioning.

[End of Attachment B]



ATTACHMENT C
COMPENSATION & COST SCHEDULE

TBD – Will be developed with the contents of response to negotiations. The negotiations will include a request for compensation fee schedules to determine fair and reasonable compensation;

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.

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

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

Sales Tax: Do not include Sales Tax in Unit Prices. Equipment or materials should include itemized sales tax in the amount in the space provided herein; Proposals for services only, are not taxable. Note, the College is not exempt from paying State and local transaction privilege tax (sales tax).

Optional Items/Services: Indicate if any items are optional and specify them in a separate section.

LABOR:

Labor is billed at a Straight Time Hourly Rate and be performed during regular business hours from 7:00 am to 5:00 pm, Monday – Friday.

Tasks/Projects may be quoted on a per JOB basis.

BILLING

Invoices will cite the Purchase Order Number. Payment Terms N30

[End of Attachment C]



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.

Contractor shall furnish certificates of insurance prior to the commencement of contract, naming Pima County Community College District as additional insured.

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 fails 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. Commercial General Liability Insurance. - Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence from policy and shall include coverage for bodily injury, broad from property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limited below. Contractors with excavation and underground risks shall have coverage for and exclusion removed from "x, c, and u."

Combined Single Limit,	
Minimum of 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 Contractor Liability - Written or Oral	\$ 50,000
Fire Legal Liability	\$1,000,000

B. Commercial (Business) Automobile Liability Insurance. - Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor's 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. Worker's Compensation Insurance. - Contractor shall procure and maintain Worker's 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:

Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

And, if applicable (in addition to the required coverage listed above), Contractor shall procure and maintain, on a per occurrence basis the following policies:

D. Professional Liability (Errors and Omissions - \$1,000,000 Per Occurrence
(including Environmental Impairment Liability) \$2,000,000 Annual Aggregate
Professional Liability insurance with minimum limits of \$1,000,000 per occurrence and requiring notice to the College at least thirty (30) days prior to cancellation or restriction of coverage. Coverage shall be afforded on a form acceptable to the College. Consultant shall maintain such professional liability insurance until at least three (3) years after completion of all services required under this agreement.

E. Cyber Liability. \$5,000,000
Minimum

F. Hangers Keepers' Liability \$50,000,000 Per Occurrence

G. Garage Keepers' Liability \$50,000,000 Per Occurrence

H. Aviation Liability (including Aircraft Products, Completed \$50,000,000 Per Occurrence
Operation, War, Hijacking and Others Perils (AVN 52D)



I. All Risk Property/Builder's Risk Coverage
(including Replacement Cost Value at
100%
Contractor's Equipment, Business Interruption, and
Terrorism Coverage)



ATTACHMENT E
FEDERAL ACQUISITION REGULATIONS

As prescribed in Federal Acquisition Regulation 22.407, the following clauses are required for contracts in excess of \$2,000 for construction within the United States: Federal Acquisition regulation 52.222-6 – Davis-Bacon Act (Jul 2005)

(a) Definition.—“Site of the work”—

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination



of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis- Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:



Wage and Hour Division

Employment Standards Administration

U.S. Department of Labor Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Federal Acquisition regulation 52.222-7 – Withholding of Funds (Feb 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.



Federal Acquisition regulation 52.222-8 – Payrolls and Basic Records (Feb 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the

-- Superintendent of Documents

U.S. Government Printing Office Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and



(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Federal Acquisition regulation 52.222-9 – Apprentices and Trainees (Jul 2005)

(a)'Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.



(4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c)' Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.



Federal Acquisition regulation 52.222-10 – Compliance with Copeland Act Requirements (Feb 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

Federal Acquisition regulation 52.222-11 – Subcontracts (Labor Standards) (Jul 2005)

(a) Definition. “Construction, alteration or repair,” as used in this clause means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of work” definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the “site of the work” definition).

(b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);



- (8) Contract Termination – Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c)'The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)

(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e)'The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

Federal Acquisition regulation 52.222-12 – Contract Termination -- Debarment (Feb 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Federal Acquisition regulation 52.222-13 – Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

Federal Acquisition regulation 52.222-14 – Disputes Concerning Labor Standards (Feb 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Federal Acquisition regulation 52.222-15 – Certification of Eligibility (Feb 1988)



- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Federally-Funded Agreement. If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions.

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

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 RFQ) 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 RFQ) 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.

[End of Attachment E]



Section 10 Completion Checklist

RFQ Completion Checklist

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

This Checklist is provided as a convenience to Offerors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the Offeror to submit complete and compliant proposals.

Cover Letter [Required](#)

RFQ Submittal Forms

- ☐ **Solicitation Certification Form**
- ☐ **Exceptions Requested/Vendor Order Form**
- ☐ **Confidential and/or Proprietary Declaration Form**
- ☐ **Mandatory Certifications Form**
- ☐ **Appendix Form**
- ☐ **Non-Collusion Affidavit form**
- ☐ **Anti-Lobbying Certification and Disclosure Form**

Proposal Forms

- ☐ **Qualifications and Experience Form**
- ☐ **Method of Approach Form**
- ☐ **References Form**