

**Notice of Request for Proposals (RFP)**  
**RFP No. P23/10056L**  
**Federal Lobbyist Services**

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Pima County Community College District (“**College**”) is seeking proposals from qualified firms to provide **Federal Lobbyist Services**.

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

**DUE IN:** The deadline for receipt of sealed Proposals is: **February 28, 2023 at 3:00 PM (MST)**.

Proposal Packets must be electronically submitted by this deadline to the following location:

EMAIL: [do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu) **\*\*ELECTRONIC SUBMITTALS REQUIRED\*\***

Any packet received after the DUE IN and OPENS date and time listed above will be returned and not considered.

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

**Date:** February 15, 2023 at 10:00 A.M. (Tucson Time) at the following link:

**Pre-Bid Meeting Link:** [meet.google.com/etd-dyih-knh](https://meet.google.com/etd-dyih-knh)

**Call In Phone #:** (US) +1 781-327-5828 **Conference ID:** 248 786 374#

**QUESTIONS** pertaining to this Request for Proposals (RFP) must be communicated in writing and be received via email by **February 14, 2023 at 3:00 PM (MST)**. Questions must be sent to the email address below and should include the specified Procurement Analyst’s name and RFP number. Question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Pima Community College webpage listed below by **February 16, 2023 at 3:00 PM (MST)**.

**Jennifer Moore, Procurement Analyst**

[do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu)

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

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

Terry Robinson, Director  
Procurement & Payment Services  
Pima County Community College District  
4905 East Broadway, Room D-232  
Tucson, Arizona 85709-1420

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## Section 1: Introduction

Pima County Community College is requesting proposals and pricing for Federal Lobbyist Services.

Qualified Lobbyist Firm will have:

In-house capabilities with at least 5 years' experience in government relations at the federal level and be based in Washington DC or the surrounding area.

Lead lobbyist: A qualified firm will employ a lead lobbyist with at least 5 years' experience in overseeing a client account for federal government relations work.

Specific project experience: A qualified firm can demonstrate results/outcomes from activities similar to that delineated in the Scope of Work, and extensive knowledge about higher education institutions.

Equity: A qualified firm will demonstrate knowledge of the educational challenges of students who are people of color, low-income, and first-generation students.

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

## Section 2: Background Information

Since 2018 the College has retained a federal lobbyist to advance the College's presence within Congress, and the departments of Labor, Education, Health & Human Services, Defense, Energy, and State. In the highly volatile and constantly changing environment at the federal level, increasingly decisions and legislation are made that will impact the College. The assistance of a federal lobbyist firm which is physically present in Washington, DC. will help the College to monitor and respond to legislation, and public policy that will affect higher ed in general and PCC specifically.

## Section 3: Solicitation Terms and Conditions

- 1. Request for Proposal Opening.** PROPOSALS are opened publicly by the office of Procurement and Payment Services. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. No other information will be released until time of award. Proposal results will not be given in response to telephone inquiries.
- 2. Effective period of proposals.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFP to be valid and irrevocable for ninety (90) days after the Opening Due Date and Time. Any firm who does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.
- 3. Withdrawal.** Proposals may be withdrawn until the date and time of the Opening. Proposals may not be withdrawn for ninety (90) days after the Opening.
- 4. Deviation/Exceptions/Alternate Requests.** Offerors that propose modifications or request exceptions to the contract provisions must clearly identify the proposed deviations and any proposed substitute language on the appropriate Required Submittal Form. These should be identified and submitted with the RFP response. Exceptions will be addressed during contract negotiations. Deviations must reference the specific paragraph number(s) and adequately defining the alternate or exception submitted. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of the contract.
- 5. Inquiries/Questions.** Only questions answered by a formal written amendment to the solicitation will be binding. Firms may only submit written questions via e-mail as noted on the Cover page. Oral interpretations or clarifications will be without legal effect.

6. **Addenda.** Any change to the solicitation RFP will be in the form of a numbered addendum issued by the Procurement and Payment Services Department. Any addendum will be posted on the College's webpage listed on the Cover page of this RFP. Other than official numbered addenda issued by the office of Procurement and Payment Services, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
7. **Cancellation.** The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.
8. **Acceptance or Rejection of Proposals.** The College reserves the right to waive any formalities and to reject any or all Proposals or any part(s) thereof, and/or to accept any Proposal or any part thereof and/or to cancel the Request for Proposals (RFP). The College also reserves the right to reject the Proposals of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the Proposal.
9. **Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a Proposal.
10. **Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFP will become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.
11. **Confidential Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.  

The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. The College will have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. The College, as a public entity subject to Arizona public records law.
12. **Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
13. **Pre-Submittal Conference.** If scheduled, the date and time of a Pre-Submittal Conference is indicated on Cover Page of this document. Attendance at this conference, is optional unless mandatory, is so noted on the Cover page of this solicitation. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-proposal Conference, questions may be submitted in writing via e-mail as noted on the Cover page.

#### 14. Proposal, General Provisions.

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

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

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

### Section 4 Instructions

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

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

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

The College is currently **NOT** accepting "hardcopy" solicitation responses via mail or drop-off at District Office. District Office has been temporarily closed to the public. The College will only accept solicitation responses electronically via submission to the following email address and must be received at [do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu) by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.

All Proposal materials must be sent electronically and clearly marked in the subject line with the Company Name, solicitation title, solicitation number, and calling for the attention of the assigned Procurement Analyst. It is the responsibility of the firm to ensure that Proposal(s) is received electronically by the Due Date and Time stated on the Cover Page of this solicitation or as amended by a solicitation Addendum.

- A. The proposal packet must consist of one (1) original copy of the proposal in **PDF** format, clearly marked "Original". The firm's Proposal packet must be one combined PDF document with all required documentation. Do not submit your response as separate files.

- B. Proposal must be typewritten on standard paper size (8½ x 11 inches) and include page numbers.
- C. The Proposal will incorporate the **Forms** provided in this RFP solicitation. It is permissible to copy these forms as required. The authorized person signing the Proposal will initial erasures, interlineations or other modifications on the Proposal forms.
- D. Responses are to be provided on the **Forms included in this solicitation**. Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFP. Supporting documents must be clearly titled and reference the applicable form.
- E. The Proposal should be organized in sections with Tabs as outlined below.

#### Tab 1: Cover Letter

All Proposal responses must include the following:

- a. Cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College (**include email address and phone number**).
- b. The cover letter must also identify the primary contact for this Proposal with current contact information: email address, phone number and office address.
- c. The cover letter should express the firm's interest and serve as an executive summary of the Proposal.
- d. Cover letter should reference the College's RFP number and title found within this solicitation.

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

#### Tab 2: Required Submittal Forms

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

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

1. Proposal Certification Form
2. Exceptions Requested/Vendor Order Form
3. Confidential/Proprietary Declaration Form
4. Mandatory Certifications Form
  - a. Conflict of Interest
  - b. Boycott of Israel
  - c. Worker Verification Requirement
  - d. 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

#### Tab 3: Proposal Forms

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

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

1. Firm Experience Proposal Form
2. Staff Expertise Proposal Form
3. Cost and Compensation Proposal Form
4. References Proposal Form

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

1. All Proposal materials must be clearly marked with the Request for Proposals (RFP) title, solicitation number, and the firm's name.
2. It is the responsibility of the firm to ensure that complete Proposal packet submittals are received at [do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu) by the Due Date and Time (deadline) stated on Cover Page of this RFP solicitation or as changed by a solicitation addendum.
3. The firm is responsible for delivery of their Proposal packet by the Due Date and Time (deadline) notwithstanding any claims of error or failure to perform by email transmission.
4. No Proposal modifications may be submitted orally, or via telephone, facsimile, or telegraph.
5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the College requires an offer submitted in the form of a Proposal in response to this solicitation to be valid and irrevocable for ninety (90) days after the solicitation Due Date and Time.
6. Proposal Packet must be compiled in the following order:

**Tab 1: Cover Letter**

**Tab 2: Required Submittal Forms**

**Tab 3: Proposal Forms**

## [Section 5 RFP Selection Process, Evaluation Criteria, Interviews, Negotiations](#)

### **Overview of the Selection Process**

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

**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:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
<b>A. Firm Experience</b>	40
<b>B. Staff Expertise</b>	30
<b>C. Cost &amp; Compensation</b>	20
<b>D. References</b>	10
<b>Total Possible Points</b>	<b>100</b>

**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.

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

**Section 6 Contract Award and Execution**

- A. GENERAL  
Upon execution of the contract, a copy of this RFP will be attached to the contract and all conditions of this RFP will become conditions of the contract unless specific conditions of the RFP are deleted by other terms of the contract.
- B. FINANCIAL STABILITY  
If requested, prior to contract negotiation and award, furnish appropriate documentation to substantiate the financial stability of the firm to undertake the services required for this program.





## Exceptions Requested Form/Vendor Order Form

**Company Name** \_\_\_\_\_

Any exceptions to the requirements of this RFP, including the Contract and Scope of Work, that the Offer requests the College to consider must be addressed on this form.

Each Exception or Alternate should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will provide all of the following information: (i) Name of the Document/Attachment; (ii) Agreement Page Number and Section Number; (iii) Exception; (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.

Any exceptions requested from the College' Sample Agreement must be provided, using this Exception Form.

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

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

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

**Order Form: (initial only one)**

\_\_\_\_\_(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** \_\_\_\_\_

## Confidential and/or Proprietary Declaration Form

**Company Name** \_\_\_\_\_

In the event the Offeror elects to include in its proposal any information deemed "proprietary" or "protected," it will package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that which is deemed confidential or proprietary by the Respondent.

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

The College will have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the Offeror.

If the proposal contains **NO** confidential/proprietary information, a statement to that effect must be provided.

\_\_\_\_\_(initial) Contractor certifies this proposal contains NO confidential and/or proprietary information.

**Confidential/Proprietary Information.** Contractor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. **If additional space is required, provide information on a separate page and submit as an attachment to this form.**

**Authorized Signature/Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

## Mandatory Certifications Form

**Company Name** \_\_\_\_\_

### **A. Conflict of Interest Certification (initial only one)**

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

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

### **B. Boycott of Israel Certification**

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

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

\_\_\_\_\_(*initial*) Accordingly, the Offeror by initialing certifies Offeror is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.

### **C. Worker Eligibility Verification**

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

\_\_\_\_\_(*initial*) Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, as applicable or required under A.R.S § 23-214, verify, through the e-Verify program as jointly administered by the U.S. Department of Homeland Security and Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and (2) that it will, as applicable or required under A.R.S § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror.

A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror. Upon request, the College will have the right to inspect the papers of each Contractor, subcontractor or any employee of either who performs work hereunder for the purposes of ensuring that the Contractor or subcontractor is in compliance with the warranty certification set forth herein.

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

d.2 (check one) **are ( )** or **are not ( )** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (d.1) of this provision.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

The certifications of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

**Authorized Signature/Date**

**Print Name**

**Title**

## Appendix Form

**Company Name** \_\_\_\_\_

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

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

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

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

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

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

**Authorized Signature/Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_



## Proposal Forms

**Company Name** \_\_\_\_\_

### Firm Experience Proposal Form (40 points maximum)

*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. Company Background Information:**  
**Company legal name:**

**Web address:**

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

<b>Years in Federal Lobbyist business:</b>	<b>Total Number of Lobbyist employed by Company:</b>
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**2. What do you believe will be the most important areas of focus for institutions of higher education for the next few years? Response should not exceed three (3) pages**  
**Response:**

**3. How do you go about developing a positive relationship with a member of Congress who may not be friendly to your client's issue? Response should not exceed three (3) pages:**  
**Response:**

**4. Describe (but not name) the worst client you've ever represented. How did you resolve or attempt to resolve the issues with this client. Response should not exceed three (3) pages:**  
**Response:**

**5. Describe a specific example of a lobbying effort undertaken on behalf of a higher-education client, including the issue, your lobbying strategy, and the outcome. Response should not exceed three (3) pages:**  
**Response:**

## Staff Expertise Proposal Form (30 points maximum)

**Company Name:** \_\_\_\_\_

*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.)*

<b>1. Lead Lobbyist Background Information:</b>	
Name (first, last):	
Years in Federal Lobbyist business:	
Work address, phone number & email address:	
<b>Attach</b> (to this form) resume of Lead Lobbyist demonstrating at least (5) years of experience in overseeing a client account for federal government relations work.	

*Questions 2 -7 should be answered by the Lead Lobbyist.*

<b>2. How will you (Lead Lobbyist) approach working with the Executive Branch; and how will that differ from your approach with Congress?</b> Response should not exceed three (3) pages.
<b>Response:</b>

<b>3. Describe a specific example of a lobbying effort undertaken on behalf of a higher-education client, including the issue, your lobbying strategy, and the outcome.</b> Response should not exceed three (3) pages.
<b>Response:</b>

<b>4. Tell us what you know of the Tucson and Pima County region and how you will work on issues specific to this area.</b> Response should not exceed three (3) pages.
<b>Response:</b>

<b>5. Do you prefer to receive direction from your clients, or do you prefer to initiate actions?</b> Response should not exceed three (3) pages.
<b>Response:</b>

<b>6. Do you have relationships with other clients that could provide synergy with PCC's priorities?</b> Response should not exceed three (3) pages.
<b>Response:</b>

<b>7. What is your agency's strong point? What extra qualifications or attributes do you have that would set you ahead of other similar RFP applicants?</b> Response should not exceed three (3) pages.
<b>Response:</b>

<b>8. Other Staff Background Information:</b>	
<i>Provide an organizational chart. List the name, position and role of each staff member that may provide services under this contract. Attach resume for each staff listed.</i>	
1	
2	



## Cost and Compensation Proposal Form (20 points maximum)

**Company Name** \_\_\_\_\_

*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. Not-to-exceed annual fee billed as a Flat Monthly Retainer** for services rendered, professional fees, expenses, printing, publications, phones, computerized legal research, faxes and other operating expenses.

  
  

**Base Retainer:** \$ \_\_\_\_\_ /Year    **Monthly Retainer Fee:** \$ \_\_\_\_\_

**2. Billable Hourly Rates** (by classification or individual)  
 Provide a listing of all billable rates for its personnel or the personnel of any proposed sub-consultants. The rates provided here are for informational purposes only and may be the basis for arriving at a lump sum price for services that may be requested by the District in addition and related to those required in the Scope of Services. Example - Description: Billable Hourly Rate: Lead Lobbyist \$350.

Description: (by classification or individual)	Billable Hourly Rate:

**3. Reimbursable Expenses**  
 Describe how Travel (to/from Tucson and Washington, DC) will be billed. Provide a listing any expenses to be billed, as incurred. Offeror shall be entitled to certain reimbursable expenses incurred during the performance of services under this contract. List shall include sufficient detail to clearly identify any and all items and/or services that are included in a particular line item. Individual items submitted on the schedule of reimbursables are subject to approval, disapproval or negotiation. Only items/services approved by the College and incorporated as part of the final contract shall be permitted for reimbursement under the contract. Reimbursables shall not include charges for expenses to attend national conferences; document duplication; shipping and postage; phone calls; research or publication expenses.

Description:	Rate:

**References Form** (10 points maximum)

Evidence of ability to provide the requested services demonstrated by providing at least three (3) references of which you have performed Federal Lobbyist Services within the last five years. Three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. References will be scored. The College reserves the right to contact any reference to assist in the evaluation of the proposal, to verify, supplement and/or clarify information contained in the proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the proposal.

<b>REFERENCE 1</b>
Entity Name
Industry Type
Address, City, Province/State/Country
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided
Brief description of contract services provided

<b>REFERENCE 2</b>
Entity Name
Industry Type
Address, City, Province/State/Country
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided
Brief description of contract services provided

<b>REFERENCE 3</b>
Entity Name
Industry Type
Address, City, Province/State/Country
Contact Name, Title, Phone Number, and Email address
Year(s) service(s) provided
Brief description of contract services provided

**AGREEMENT  
For  
Federal Lobbyist Services**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of \_\_\_\_\_, 2023 (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and \_\_\_\_\_ (“**Contractor/Consultant**”), located at \_\_\_\_\_.

**Recitals:**

- A. Contractor is the successful offeror under Pima Community College RFP No. P23/10056L: Federal Lobbyist Services.
- B. This Agreement and subsequent services may be federally funded.
- C. The Contractor agrees to perform the **Federal Lobbyist Services** hereinafter set forth when, and as assigned by the College, and

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

**1. SERVICES**

1.1. Subject to the General Terms and Conditions stated in **Attachment A** and made part of this Agreement, Contractor shall provide College Federal Lobbyist Services (“**Services**”). **Attachment B**, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor.

**2. COMPENSATION**

In exchange for the Services, College shall pay Contractor as compensation the amount as and when set forth on **Attachment C**, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor’s obligations under this Agreement. **Total cost shall not exceed \$xxx.xxx xxxxx for the duration of this contract unless amended and approved by the Board of Governors.**

**3. TERM**

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

**4. TERMINATION**

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

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

## 5. INSURANCE

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

## 6. NOTICES

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

**To COLLEGE:**

Name: Mr. Terry Robinson, Director Procurement & Payment Services  
Phone: 520-206-4739  
Email: trobinson17@pima.edu  
Address: 4905 E. Broadway Blvd., Tucson, AZ 85709

**To CONTRACTOR/CONSULTANT:**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## 7. ENTIRE AGREEMENT; AMENDMENTS

**7.1.** This document, including all Attachments constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

**7.2.** This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

**[SIGNATURE PAGE CONTINUES]**

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**  
**PIMA COUNTY COMMUNITY COLLEGE**  
**DISTRICT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For **CONTRACTOR/CONSULTANT**  
[xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx]:

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 to AGREEMENT FOR SERVICES****GENERAL TERMS AND CONDITIONS**

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

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

## **8. Confidentiality**

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

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

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

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

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

## **11. Privacy and Security.**

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

**11.2.** At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and

- regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
- 11.3.** Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
- 11.4.** In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
- 11.5.** In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
- 12. Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("**Indemnitees**") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College's Confidential Information.
- 13. Use of Names; Trademarks.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
- 14. Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
- 15. Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 16. Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
- 17. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material



breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.

18. **Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
19. **Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
20. **Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
21. **Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
22. **Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
23. **Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
24. **Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
25. **Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
26. **Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

- 27. Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 29. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 32. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.
- 33. Drug Free Workplace –** The Consultant agrees that in the performance of the Agreement, neither the Consultant nor any employee of the Consultant shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Consultant Drug Free Workplace Policy. The Consultant further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 34. Prior Course of Dealings –** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.
- 35. Right to Offset –** The College shall be entitled to offset against any sums due the Consultant, any expenses or costs incurred by the College, or damages assessed by the College concerning the Consultant's non-conforming performance or failure to perform the Agreement, or any other debt owing the College.
- 36. Cooperative:** The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Proposer to any subsequent agreement/contract.
- 37. Stop Work Order –** The College may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Consultant shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
- 39. Suspension or Debarment –** The College may by written notice to the Consultant immediately terminate

the Agreement if the College determines that the Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

**End of Attachment A**

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

Pima Community College (PCC) seeks a government relations partner located in Washington, DC to work with the Chancellor and the Executive Director/Media, Community, & Government Relations to advance the interests of PCC with Congress, the President's administration, and federal agencies. That effort should include, but not be limited to, the following:

- Nurture existing relationships, and develop new ones, with members of Congress, their staff members, and federal departments and their key personnel, and with members of the President's administration.
- Establish opportunities for College leaders to meet with these individuals, and facilitate visits to PCC to see firsthand that PCC is a premier institution and a thought leader in higher ed.
- Identify and monitor proposed and existing regulations and legislation that could affect higher education and Pima Community College.
- Work with the College to identify opportunities for growth, particularly in Workforce Development, student aid, and Adult Basic Education.
- Identify and assist with applying for possible funding opportunities, including grants.
- Work with the College to strengthen its legislative agenda.
- Help the College identify opportunities for coalition building.

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the District. If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications

**End of Attachment B**

**ATTACHMENT C to AGREEMENT FOR SERVICES  
COMPENSATION & Cost Schedule****TBD****(To be developed from the successful Offeror's proposal)**

Payments to the Contractor/Consultant will be made monthly upon the presentation and approval of the Consultant's invoice. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably require.

Pima Community College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the college for any reason. 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 when performed during regular business hours from 7:00 am to 5:00 pm, Monday – Friday.

**BILLING**

Original invoices are to be sent to the College District Office at:

*Pima Community College District, Accounts Payable, 4905 E. Broadway Blvd, Tucson, AZ 85709*

**ATTACHMENT D to AGREEMENT FOR SERVICES  
 INSURANCE REQUIREMENTS**
**1. GENERAL INSURANCE REQUIREMENTS:**

- A. Certificates of Insurance:** Contractor shall, upon request, submit to the College Purchasing Representative certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.
- B. Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.
- C. Scope of Insurance Coverage:** All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.
- D. Additional Insureds:** For policies shown in Sections 2(8), 2(C), and 2(E) below, the insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
- E. Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Purchasing Representative.
- F. Contractor's Personnel, Agents, and Subcontractors:** Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.
- G. Failure to Maintain Insurance:** In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

**2. INSURANCE COVERAGE REQUIRED:**

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

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

**Professional Liability**

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.

**[End of Attachment D]**

**ATTACHMENT E to PUBLIC RELATIONS SERVICES AGREEMENT  
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 RFP) is a mandatory condition to an award of this Agreement.

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

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

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

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

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

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

[End of Attachment E]

## RFP Completion Checklist

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

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

**Cover Letter**

### Required RFP Submittal Forms

- Proposal Certification Form**
- Exceptions Requested/Vendor Order Form**
- Confidential and/or Proprietary Declaration Form**
- Mandatory Certifications Form**
- Appendix Form**
- Non-Collusion Affidavit form**

### Proposal Forms

- Firm Experience Proposal Form**
- Staff Expertise Proposal Form**
- Cost & Compensation Proposal Form**
- References Proposal Form**