

# Notice of Request for Proposals

## RFP No. P25/10078L

### Long-Term Disability Insurance

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Pima County Community College District is requesting proposals from qualified vendors to provide Fully Insured Long-Term Disability Insurance for the plan year effective July 1, 2025.

**DUE IN/DEADLINE:** The deadline for receipt of Proposals is: **October 31, 2024 at 2:00 PM (Arizona Time).**

Segal will be accepting proposals on behalf of Pima County Community College District (“College”) through email and a secure file transfer (SFT) site. Proposals must be electronically submitted via the Internet, using the SFT site (A link will be provided to bidding vendors). The timestamp of the upload will determine the timeliness of the submission.

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by October 14, 2024 at 12:00 PM (Arizona Time). Questions must be sent to **Jeanna Carlton, Segal Consulting** [jcarlton@segalco.com](mailto:jcarlton@segalco.com). 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 County Community College webpage listed below on **or before October 18, 2024 at 5:00 PM (Arizona Time).**

Copies of the RFP, possible future addenda, questions and answers, will be available on the Pima County Community College Website:

<https://pima.edu/administration/contracts-purchasing/rfps-bids-quotes.html>.

It is the responsibility of all respondents to check the College’s Website periodically for addenda and/or updates to the solicitation. 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).

Charles C. Eburnoha, CPP Senior Procurement Analyst  
[ceburnoha@pima.edu](mailto:ceburnoha@pima.edu)

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\* Please contact Jeanna Carlton with Segal Consulting at [jcarlton@segalco.com](mailto:jcarlton@segalco.com) for the attachments and exhibits not contained in this document. Upon receiving a document request, Segal will check if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file in Segal's system. If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested bidder for signature via the Ironclad Document system. Verbiage is non-negotiable. Since some of this information contains confidential data, using a secure email service. **If you already have a confidentiality agreement on file with Segal, you will still need to request the documents.**

## 2. Introduction

2.1 Pima County Community College District (“College”) is requesting proposals from qualified vendors to provide a Long Term Disability Plan for those employees that opt out of the Arizona State Retirement System (ASRS) and elect the Other Retirement Plan (ORP) offered by the College for plan year effective July 1, 2025.

The intent of the College is to award one Contract, whichever is in the best interest of the College, with an initial term of three (3) years and two (2) annual renewal periods.

This RFP process will be facilitated by Segal. The completion and submission of proposals, will be conducted via e-RFP, using email and an SFT site, as managed by Segal.

## 3. Background

It is the intention of the College to offer a Long Term Disability Plan for those employees that opt out of the Arizona State Retirement System (ASRS) and elect the Other Retirement Plan (ORP) offered by the College. The effective date for this new coverage is July 1, 2025. There are currently 119 plan participants. Madison National Life has provided this coverage since 2020. A copy of the current Long Term Disability Plan Certificate is located in Exhibit 2 of this RFP. This is a 100% participation plan. No one will waive the LTD coverage.

### Plan Design & Benefit Change History

#### Long-Term Disability

The Long-Term Disability plan provides 66 2/3% of basic weekly earnings rounded to the next higher \$1.00 to a maximum of \$15,000 per month following an elimination period of 180 consecutive days. The maximum benefit period varies depending on the age of the participant when LTD Benefits begin. There have been no plan changes since the policy was written.

Premiums are paid on a self-administered basis. Madison National does not pay the employer FICA taxes, however, they do prepare the W-2s and provide quarterly reports for the District.

#### **Contributions**

The premium will be shared between the employee and College. Employee will pay the same percentage as the ASRS LTD rate; the remainder will be paid by the College.

#### **Commissions**

For purposes of determining final rates, all proposals should be submitted net of commissions. If commissions cannot be eliminated from your quotation with a dollar-for-dollar reduction in premium, please identify these commissions and to whom they would be payable on the Premium Rate Exhibit in the Financial Workbook (Attachment 9).

#### **Requested Funding, Plan Design and Other Considerations**

- The funding should be fully insured, experience rated.
- Plan design should match the current plans with clearly detailed differences where you cannot duplicate benefit levels or exclusions and limitations clearly identified on the Deviations Form.
- Multi-year rates or rate caps will be given greater consideration (more for multi-year than for rate caps) but in no event should rates be guaranteed for less than 36 months. First year rates must be firm.
- Performance guarantees should be included in your proposal as requested.

**Census**

A census file has not been included. Please contact Jeanna Carlton with Segal Consulting at [jcarlton@segalco.com](mailto:jcarlton@segalco.com) for the attachments and exhibits not contained in this document. **Since some of this information contains confidential data, it will be sent to your organization upon receipt of a signed confidentiality agreement via the Ironclad Document system, using a secure email service. If you already have a confidentiality agreement on file with Segal, you will still need to request the documents.**

**4. SOLICITATION TIMETABLE:**

Below is a timetable of major events during this RFP process:

Action/Event	Target Date
Release of RFP	Friday, October 4, 2024
Bidder Questions Due	Monday, October 14, 2024, 12:00pm AZ Time (may send prior to this deadline)
Response to Bidder Questions (Addendum)	Friday, October 18, 2024 (on or before EOD)
Intent to Propose Form	Friday, October 25, 2024
Proposals Due	Thursday, October 31, 2024, 2:00pm Arizona Time
Clarification Questions/Best and Final Offer (BAFO) Questionnaire Requested	Week of November 18, 2024
BAFO Questionnaire Due	Week of November 18, 2024
Finalist Interviews	TBD (if necessary)
Notice of Recommendation for Award	By March 1, 2025
New Contract Term Effective Date	July 1, 2025

## 5. Solicitation Terms and Conditions

### General Conditions

1. **Request for Proposal Opening.** Proposals are opened by Segal on behalf of 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. NOTE: Receipt log will be made available after the Opening.
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 180 days after the Opening Due Date and Time. Any firm that 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 180 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 (Attachment 3). 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 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.** The College, as a public entity is subject to Arizona public records law. 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.
- 12a. **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.
- 12b. **Rights to Claims Data.** The bidder confirms and agrees that the data and information provided (“Plan Data”), which may include protected health information related to the College's participants and beneficiaries, provided under this RFP is and shall remain the property of the College. The bidder is not granted any right, title or interest in any Plan Data. The bidder may use and disclose Plan Data solely as necessary to effectuate the purpose of this RFP and will not use, disclose, decompile, or reverse engineer, any Plan Data in support of the College's other business activities. Specifically, the bidder will not de-identify any Plan Data or aggregate Plan Data (whether or not de-identified) with data received from the bidder's other clients, customers, or data sources.
13. **Pre-Submittal Conference (Not Applicable).** 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 preproposal Conference, questions may be submitted in writing via e-mail as noted on the Cover page.

#### **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.
- d. **No Commissions** are to be included and all proposals must be submitted directly from the contracting company, without any intermediary.
- e. **Waiver of Damage Claim.** Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer I and/or the rejection of his/her proposal/offer.

- f. **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.

## **Request for Proposals Selection Process, Evaluation Criteria, Interviews, Negotiations, References**

### **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 Offerors, 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 Offerors.
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. Financials and Cost analysis and evaluation will be done by the College's authorized representative, Segal Consulting.

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, listed in descending order of importance:

- A. Price Proposal
- B. Qualifications and Experience
- C. Questionnaire Response

**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.

**References:** Evidence of ability to provide the requested services demonstrated by providing at least three (3) references which you have performed Life Insurance and/or Short Term Disability administration services (designate Life and/or STD)



within the last five years. References will not be scored but may be used by the College during the evaluation of proposal. 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.

## 6. Instructions for Proposal Preparation and Submittal

### 6.1 PROPOSAL PREPARATION:

Before completing and 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.

The College will only accept solicitation responses (proposals) electronically via the SFT site by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.

All Proposals (forms and questionnaires) must be completed and submitted electronically via the SFT site. The Questionnaire and Financial Workbook must be returned in Native Excel. The Excel workbooks provided must not be altered in any way (respond in the fields provided). If you wish to additionally send a PDF copy you may do so, but the Excel copies are what will be used for the analysis.

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. All questions must be answered. Responses must follow the numbering format used in this RFP. Supporting documents must be clearly titled and reference the applicable form.

### 6.2 PROPOSAL SUBMITTAL:

**A. COVER LETTER** 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***).

- The cover letter must also identify the primary contact for this Proposal with current contact information: email address, phone number and office address;
- The cover letter should express the firm's interest and serve as an executive summary of the Proposal.
- Cover letter should reference the College's RFP number and title found within this solicitation.

### **B. REQUIRED SUBMITTAL FORMS (Attachment 3)**

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. Required submittal forms are included in this RFP.



The Offer will complete each of the below six (6) **Required Submittal Forms**. The forms are organized in the following order:

1. Proposal Certification Form
2. Exceptions/Deviations Requested Form
3. Confidential and/or Proprietary Declaration Form
4. Mandatory Certifications Form
5. Appendix Form
6. Non-Collusion Affidavit Form

### **C. REQUIRED CONTRACT PROVISIONS**

The contract between the College and successful proposer will follow the format as specified by the College - **Refer to Attachment 2: Sample Contract**. The College reserves the right to negotiate provisions of the contract in addition to those contained in this RFP with the successful respondent. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses, including best and final offer (BAFO) documents as a part of the Contract.

The Respondent, except as otherwise provided in this RFP (**Exceptions/Deviations Form**), accepts and agrees to all terms and conditions set out in the Pro Forma Contract and attachments to the Pro Forma Contract. Responses to the Questionnaire will be incorporated into the agreed upon Sample Contract.

## **7. Scope of Work**

**7.1 All bidders are required, at a minimum, to duplicate the College features and levels of coverage presently offered by the College.**

Bidders are to offer comprehensive Dental services including, but not limited to, the following:

#### **7.1.1. ACCOUNT MANAGEMENT**

- Provide a designated Account Manager and Account Management Team
- Attend College meetings as requested

#### **7.1.2. CUSTOMER SERVICE**

- Provide a designated call and claim unit with toll free telephone access.
- Provide customer service to answer inquiries on claims, eligibility, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 6:00 PM (AZ time)

#### **7.1.3. COMMUNICATION/EDUCATION SUPPORT**

- Provide bilingual communication/educational materials

#### **7.1.4. BOOKLETS AND IDENTIFICATION CARDS**

- Preparation of plan documents and booklets

#### **7.1.5. CLAIMS ADMINISTRATION**

- Provide claims forms

- Receive claims and process payments of benefits in accordance with the plan designs for all claims incurred
- Correspond with participants and providers if additional information is necessary to complete the processing of claims
- Determine benefits payable under the Plan, pursuant to the terms and conditions of the College's Benefit Plan booklets
- Coordinate benefits payable under the Plan and with other benefit plans, if applicable
- Provide notice to the Participants regarding the reason(s) for denial of benefits (which are denied) and provide for the review of such denied claims
- Provide W2 and 1099 forms, if needed
- Withholding of federal and State taxes

#### 7.1.6. **REPORTING REQUIREMENTS**

Provide timely management reports or internet access to monitor financial and service level performance.

#### 7.1.7. **SECURED INTERNET ACCESS**

- Access to Enrollment/Eligibility Administration Portal for College
- Access to Claims Administration Portal for Employee to check claim status
- College and/or Designated Consultant access to Claims Data Reporting Portal

## 8 Questionnaire

Please read, review and provide the information requested in the workbook. The cells will automatically expand as needed if your response is longer than the space shown in the cell, however, brevity is expected. Limitations do exist.

Beware that some questions request only a Yes or No response. Some questions contain limits on the length of your response.

The purpose for these limitations allows the Client to assess the responses as appropriate in a brief manner.

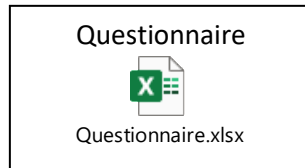
The worksheet is also locked so that you can only enter information in the Answers column or on the exhibits as requested.

**Do NOT** insert tabs or extra attachments unless instructed to do so.

**Do NOT** respond by "referring the Client to an attachment".

**Do NOT delete sections of the questionnaire. If something does not apply to you leave it blank, or mark N/A. If you take something out, it will cause your responses to not line up correctly with the questions when we do the analysis.**

**The Questionnaire must be returned in EXCEL, Do Not PDF.**

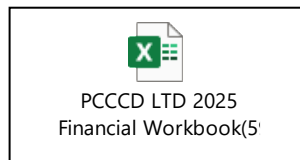


## 9. Financial Workbook

Bidders are required to complete all financial questions as instructed. Bidders should provide proposed fees and minimum guarantees separately for each year of the three-year contract, with two annual renewal options.

All fees must be binding until the assumed implementation date specified in this proposal and must be guaranteed for a minimum of the initial July 1, 2025 to June 30, 2028 contract period.

**Since some of the information contained in the Financial Workbook contains provider PHI, the workbook will be sent to your organization upon receipt of a signed confidentiality agreement via the Ironclad Document system, using a secure email service.**



### Attachment 1



**Pima County Community College District Life/STD RFP  
Intent to Propose Form**

**Email:** [jcarlton@segalco.com](mailto:jcarlton@segalco.com)

**Attn:** Jeanna Carlton

**Due Date: October 25, 2024**

Name of Bidder: \_\_\_\_\_

We confirm the receipt of your request for proposal and will take the following action:

- We intend to bid on the Fully Insured Basic Life/AD&D Plan.
- We intend to bid on the Fully Insured Voluntary Life/AD&D Plan.
- We intend to bid on the Fully Insured Short-Term Disability Plan.
- We decline to bid. Please provide reason:

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 2**

**Sample AGREEMENT For  
Long-Term Disability Insurance Services**  
For Reference Purposes Only (Not to be completed)

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of \_\_\_\_\_, 2024 (“**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. P25/10078L: Long-Term Disability Insurance.
- B. This Agreement and subsequent services may be federally funded.
- C. The Contractor agrees to perform the Long-Term Disability Insurance 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**

Subject to the General Terms and Conditions stated in **Service Agreement Attachment A** and made part of this Agreement, Contractor shall provide Services. **Service Agreement 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 **Service Agreement Attachment C**, which is attached to and made part of this Agreement. Unless states expressly in Service Agreement Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor’s obligations under this Agreement.

**3. TERM**

The initial term of this Agreement shall be for a period of three (3) years from date of award. Two (2), 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:  
Phone:  
Email:  
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.

**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**  
[ \_\_\_\_\_ ]:

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

**SERVICE AGREEMENT ATTACHMENTS:**

Service Agreement Attachment A – General Terms and Conditions  
Service Agreement Attachment B – Scope of Work; Deliverables  
Service Agreement Attachment C – Financial Terms and Conditions  
Service Agreement Attachment D – Insurance Requirements



## ATTACHMENT 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 a Business Associates Agreement.
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.
38. **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 Service Agreement Attachment A**

**ATTACHMENT B** to SERVICE AGREEMENT

**SCOPE OF WORK; DELIVERABLES**

**TBD**

(The Scope of Work will be developed and incorporate the appropriate responses provided in the Proposal)

**End of Service Agreement Attachment B**

**ATTACHMENT C to AGREEMENT FOR SERVICES**

**Financial Terms and Conditions**

**TBD**

(The Financial Terms and Conditions will incorporate the appropriate responses provided in the Proposal)



**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.



## Exceptions/Deviations Requested 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 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.

Indicate all areas where your proposal may differ from the requested services or contract and insurance language. In particular, clearly list all plan benefit features that you cannot administer with the requested plan design or any contract or insurance deviations. Do not say "see proposal" or include your standard benefit summary and expect the College to determine where differences exist. **Do not indicate that "your standard contractual provisions will apply beyond basic plan design features" without indicating differences.** The College needs to thoroughly understand any differences you are proposing. If you do not have any deviations please mark N/A. **If nothing is indicated on this form, then it will be assumed your proposed benefits match the current benefits exactly even if you include a benefit summary that states differently.** Use additional pages as necessary.

Any exceptions requested from the College' Sample Agreement/Questionnaire 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.

Page or Question #	Exception/Alternate/Deviation

**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.**

Questionnaire Number	Description

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

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

**Required Submittal Form**  
Mandatory Certifications Form**Company Name** \_\_\_\_\_**A. Conflict of Interest Certification** *(initial only one)*The undersigned certifies that to the best of his/her knowledge: *(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 RFP, 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 company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

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

\_\_\_\_\_*(initial)* Accordingly, the Offeror certifies that: it is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.**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 subcontractors/subrecipients fail, to comply with A.R.S. § 23-214 governing the employee verification requirement 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 foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College 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 purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.**D. Forced Labor Certification**

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

\_\_\_\_\_*(initial)* A breach of the 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. Accordingly, the offeror by initialing certifies that the offeror will comply with the requirements stated in section (B.) Boycott of Israel Certification and section (D.) Forced Labor Certification for the duration any resulting contract with the College under this RFP.**E. The Proposer certifies**, to the best of its knowledge and belief, that the Proposer and/or any of its principals or Owners

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

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

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

The certifications of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to 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/Canceled:** 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 \_\_\_\_\_

