

## **Request for Proposal Shuttle Transport Service Proposal**

Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for Shuttle Transport Service between three campuses and the University of Arizona.

The deadline for receipt of sealed proposals is: **October 17, 2012 at 3:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

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

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

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **October 4, 2012 at 3:00 PM (Arizona Time)**. Questions must be sent to the email address below and should include the specified Buyer's name and proposal number, and any question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Pima Community College webpage listed below by **October 10, 2012 at 5:00 PM (Arizona Time)**:

**Jan Posz, C.P.M., Senior Buyer**  
[DO-Staff-FO-Procur@pima.edu](mailto:DO-Staff-FO-Procur@pima.edu)

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

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

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## **Section 1**

### **Project Summary**

#### **1. Request for Proposal Summary**

Pima County Community College District (“College” or “District”) is seeking proposals from qualified firms for **Shuttle Transport Service** in accordance with the Scope of Work specified in this Request for Proposal (RFP).

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

#### **3. Description of Pima County Community College District**

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

## **Section 2**

### **Scope of Work**

#### **General Outline:**

#### **1. Project Scope**

PCCCD is seeking a vendor with transportation capabilities to support shuttle service for its students, staff, and faculty between three of its campuses; the Downtown Campus, West Campus, and Desert Vista Campus, in addition to the University of Arizona.

#### **2. Technical Requirements**

- a. General:** The vendor must have safe and reliable transportation capabilities with the ability to provide timely shuttle service between the locations noted in the Project Scope. The vendor must also have the ability to adjust to changes in schedule and rider requirements, including frequency and volume changes, indicated in their proposals.
- b. Specifications:** Vendor should include price for all support in proposal including count and type of vehicles for transport between the defined locations.
- c. Route Planning:** Vendor will work with the PCCCD Transportation Department to develop a shuttle routing structure and schedule, as well as a plan to respond to vehicle mechanical malfunctions, accidents or scheduled driver absences.

The locations to be serviced are:

- 1. Downtown Campus** – 1255 N. Stone Ave., Tucson, AZ 85709
- 2. West Campus** – 2202 W. Anklam Rd., Tucson, AZ 85709
- 3. Desert Vista Campus** – 5901 S. Santa Cruz, Tucson, AZ 85709
- 4. University of Arizona** – Old Main Loop

#### **d. Schedule Frequency and Service Level:**

- 1. Spring and Fall Semesters**
- 2. Winter Intersession,** No Service
- 3. Summer Session,** No Service

Academic Calendar link

<http://events.pima.edu/cgi-bin/we4.0/webevent.cgi?cmd=open&cal=cal3&>

- e. Rider Validation:** The service will be at no cost to PCCCD students, staff, and faculty, and therefore the Vendor shall either validate each rider through PCCCD issued identification, or through a Vendor proposed validation system. Persons that are not students, staff, or faculty must not be permitted to board the vehicle.
- f. Americans with Disabilities Act:** The Vendor must provide service to individuals covered by the Americans with Disabilities Act, shall be compliant with US Code Title 49,

Parts 37 and 38, and shall provide proof of compliance in their proposal including vehicle compliance and driver training.

- g. Reporting:** Vendor shall provide to PCCCD a monthly report to reveal the total number of riders, total mileage driven, fuel consumption, and service interruptions, issues, or exceptions.
- h. Length of Service:** The service will initiate as a one-year contract to assess usage, feasibility, and contribution to student access and success to PCCCD educational offerings. At the end of the one-year period, the option to extend the contract would be four additional one year options upon mutual agreement.
- i. Insurance:** The awarded vendor must provide proof of all required insurance coverage and will ensure such coverage remain current and in effect throughout the contract period. The Vendor will notify PCCCD immediately of any changes of insurance coverage including but not limited to loss of or reduction of coverage.
- j. DOT Compliance:** The awarded vendor shall be compliant with, and remain such throughout the contract period, all State of Arizona Department of Transportation and US Department of Transportation rules, laws, and regulations. The Vendor will be required to notify PCCCD of any changes in compliance immediately.
- k. Emergencies:** All emergencies shall be reported first to the College's Police department and then to Transportation Services. If a driver is aware of a disturbance which threatens the safety or well-being of passengers, he/she must immediately notify the College Police office with the following information:

  - 1. Exact location
  - 2. Number of people involved
  - 3. Descriptions of individuals (if possible)
  - 4. Descriptions and details of vehicles (if possible)
  - 5. Nature of problem
- l. Drivers:** Drivers assigned by the vendor to operate the Pima Shuttle must meet all state and federal licensing requirements. All drivers must be uniformed and wearing appropriate company identification:

  - 1. All drivers are expected to be in full uniform any time they are on campus providing such service. Uniforms are to clearly identify the driver and/or other persons as employees of the service provider.
  - 2. All drivers are required to wear a picture ID when providing service. A current list of driver's names and pictures is to be provided to the College Transportation Services offices monthly
  - 3. All drivers must successfully pass a fingerprint and background check administered through the service provider prior to operating any vehicle under this contract.
  - 4. All drivers are encouraged to solicit constructive feedback from riders regarding transit routes. They are expected to remain professional and refrain from any personal conversations regarding any controversial subject matter.

### 3. Additional Requirements

- a. The selected provider must have a minimum 5 years' experience running a daily passenger service
- b. Prior College operation experience is preferred
- c. The selected Vendor must be licensed and insured and have required state inspections
- d. Drivers must be properly licensed and insured / drug tested, fingerprinted and background checked, etc.
- e. The selected Vendor must be able to provide 30 minute breakdown / problem response time

### 4. Business Plan: Vendors to outline how your firm would provide the services proposed. Please address the following areas:

- a. **Service Plan** - The service plan should describe how the proposed service provider will fulfill ridership needs, provide sufficient vehicle and staffing requirements, make modifications to standard schedule as required, provide on-call services when requested and provide continuous improvement to quality of services provided and management of College account.
- b. **Vehicles** - Provide a description of all vehicles intended to be utilized under a resulting contract. Provide quantity, make, model, year, size, number of passenger seats, and any special features such as ADA accessibility, alternate fuel/CNG, bicycle racks, etc. Attach literature (pictures, specification) for all vehicles proposed.

Describe the personnel and procedures to be used to ensure that the vehicles are safe and well-maintained and in compliance with all federal, state and local laws and ordinances. Include information on what emergency procedures are in place for vehicle breakdowns. Describe the procedures to be used for the cleaning of the exterior and interior of the vehicles, including the personnel to be used for each activity and the frequency of cleaning.

Describe how you intend to identify vehicles as Pima College Shuttle.

- c. **Staffing** - Please discuss the qualification requirements for your transit drivers. Include information on your new applicant / new hire screening process, indicate the average length of service and a description of mandatory training programs for drivers.
- d. **Communication** - Describe your proposed plan for communication with the College to ensure that daily operation meets passenger needs. State the telephone answering hours and arrangements for after hours communication.
- e. **ID checks, and security management** - Describe the procedures to be used for ID checks and the recording of passengers carried and revenue collected.
- f. **Service Response Time** - State what provisions you have for the College to contact your office 24 hours a day. Specify the name and title of the individual (s) contacted for routine servicing and/or emergency situations

Should an answering service or answering device be used by the service provider for this purpose, specify your guaranteed turnaround time for responding to College calls. Define what you consider to be emergencies and what is considered routine.

- g. Customer Service** - Describe your customer service system, response and problem resolution procedures.

Provide name(s) of contact(s) for:

- Customer service problems
- Escalation procedures in the event of unresolved issues
- Describe how your firm proposes to coordinate security issues with the College police department

## **5. Other**

- a.** What is your proposed plan for managing the College account? Describe the roles and organization of a dedicated account support team.
- b.** Indicate the name and title of the person who will have the overall management responsibility for the College account.
- c.** What location will your vehicles be dispatched from? What location will your vehicles be serviced from?
- d.** What characteristics set your company apart? Describe unique examples of product, service or added value.
- e.** Please provide a statement describing your company's ability to provide the services required by this RFP, including all plans to subcontract services under the contract.
- f.** Describe your customer service and quality control programs.
- g.** Does your company have experience with customers in higher education or with similar operations and services included in this RFP?
- h.** How does your company handle overflow work, e.g. outsource, use back-up facility?
- i.** Bidder shall describe their plan for quality management and process for continuous improvement transit services program.
- j.** Please describe how your company will solicit customer feedback of your performance? Please provide sample(s) of your company's customer satisfaction surveys.

### **Section 3**

## **Proposal Preparation and Submittal**

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

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

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

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

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

#### **1. Cover Letter**

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

#### **2. Proposal Form**

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

#### **3. Proposal Copies**

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

**4. Response to Scope of Work**

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in the Scope of Work section.

**5. Exceptions Requested**

Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

**6. PROPRIETARY INFORMATION**

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

**7. Cost Proposal**

A detailed cost proposal must be provided and placed in a separate, sealed envelope, marked "Cost Proposal", clearly marked with the proposal number and the firm's name. If a Cost Proposal sheet is provided in this RFP, firms must complete it and use it to prepare their detailed cost proposal. One (1) copy of the Cost Proposal is required to be included with the original proposal. This information will not be considered during the initial stages of the evaluation process

**8. Appendix**

The Proposal Appendix must include:

- a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
- c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
- e. Samples of any documentation or form that proposer will require the College to sign.

**9. General**

- a. Cost of Proposal Preparation** – The College shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.
  
- b. Certification** – By signature on the Proposal Form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Vendor also certifies their status with regard to debarment, or suspension by any governmental entity.

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

## **Section 4**

### **Bidder Qualification**

#### **1. Minimum Qualifications**

The College believes that the Bidder's previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Bidder's potential to successfully fulfill the requirements defined in this solicitation.

Accordingly, prospective bidders are to provide the following information and meet the College's minimum qualification standards in order to be considered for award. Please respond to each point below in your proposal noting the section and item number.

#### **2. Supplier Profile**

Bidders are to provide the following information about their company

- Description, including a short history, years in business, business plan and services offered
- Identify all organizational components and other companies or organizations with which your firm is affiliated. Explain any company relationships that could be construed to be a conflict of interest in doing business with the College now or in the future. Indicate any significant past or pending lawsuits or claims against your firm.
- Describe your company's service standards, include your company's Mission Statement, Corporate mission, vision, and description of core values.

#### **3. Financial Information**

Bidders must be able to demonstrate a record of past financial stability and positive indicators for future performance. Bidders are to submit an audited annual report or audited annual financial statement for the past two (2) years for which such reports or statements are available (including all notes), or tax returns for the two (2) most recent tax years. These must be submitted in a separate envelope.

#### **4. Experience and Reference Information**

The successful service provider shall be an organization that has an excellent record as a provider of the services in the type and scope detailed in this RFP. Accordingly, bidders are to state in their proposals their qualifications to meet the RFP specifications in terms of past and current Campus Shuttle/Transit service experience with the same or similar requirements. Bidders are to focus on experiences with organizations having needs similar to that of the College. Provide three (3) references, including at least three present clients and at least three clients for which services have been provided for at least three years. References are to be from organizations that are not part of bidder's organization and that closely parallel the needs stated in this RFP.

The references supplied should include the name and address of the organization, the name(s), titles, and the telephone numbers of the persons to be contacted and a general scope of the services provided including the approximate annual aggregate dollar volume involved.

## **Section 5**

### **Selection and Contract Award**

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

The resulting contract may not be exclusive. The College may award more than one contract as a result of this RFP.

It is anticipated that any contracts awarded as a result of this RFP will be for an initial term of one (1) years with the option to renew for four (4) additional one (1) year periods.

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

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria. A maximum of 10 points will be allotted for each lettered section below.

- a. Firm Experience and Qualifications**
  - i.** Experience with projects of similar type and scope.
  - ii.** Experience with private and public sector organizations, and institutions of higher education.
- b. Staff Expertise / Implementation and Operational Teams**
  - i.** The experience of staff proposed to be involved in the project.
  - ii.** Proven and demonstrated hands-on expertise of key management team members and staff in this area of work.
  - iii.** Demonstrated expertise in being a strategic partner with clients.
- c. Financial Proposal**
  - i.** Total cost to College as it relates to the services.
- d. Financial Viability**
  - i.** Contractor's ongoing financial viability to provide services to the College.
- e. References/Customer Service**
  - i.** Feedback from submitted references.
- f. Service Plan**
- g. Vehicles and Maintenance Plan**
- h. Communication**
- i.** ID checks, fare collection and security management
- j.** Service Response Time

## **Section 6**

### **RFP Completion Checklist**

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

- Cover Letter**
- Proposal Form**
- Qualifications**
- Response to Scope of Work**
- Cost Proposal**

**Section 7**  
**Proposal Form**

Date \_\_\_\_\_

Proposal of \_\_\_\_\_,  
(Name)

a corporation organized and existing under the laws of the State of \_\_\_\_\_; a  
partnership consisting of \_\_\_\_\_; an individual trading as

\_\_\_\_\_  
(Name)

Request for Proposal: \_\_\_\_\_  
[provide title or brief description]

To: Pima County Community College District ("College")

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

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

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

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

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

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

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

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

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

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

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

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

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

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

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

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

SEAL - If Bidder is a  
Corporation

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(Official Name of Firm)

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(Signature)

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(Print Name)

---

(Title)

---

(Complete Business Address)

---

(Email Address)

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(Federal Taxpayer ID Number)

**Section 8**  
**AGREEMENT**

**AGREEMENT BETWEEN PIMA COUNTY COMMUNITY COLLEGE DISTRICT**

**AND**

**(insert vendor name)**

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pima County Community College District hereinafter referred to as "District" or "College" and \_\_\_\_\_ hereafter referred to as the "Vendor."

The District and the Vendor agree as follows:

FIRST: The Vendor agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the District, and

SECOND: The District agrees to pay the vendor a fee, together with such other payments and reimbursements as are hereinafter provided.

**ARTICLE 1: VENDOR'S SERVICES**

The Vendor agrees to provide professional services and to assist the District in \_\_\_\_\_ as outlined in the scope of work covered in the proposal of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

**ARTICLE 2: FEE STRUCTURE**

The fee structure for the work conducted under this Agreement will be in accordance with Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement.

**ARTICLE 3: METHOD OF PAYMENT**

Payments to the Vendor will be made monthly upon the presentation and approval of the Vendor'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.

**ARTICLE 4: INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents or any tier of subcontractors in the performance of the Agreement. Vendor's duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts,

errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor be legally liable.

**ARTICLE 5: EMPLOYEE RELATIONSHIP**

The Vendor is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Vendor.

**ARTICLE 6: CANCELLATION**

This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Vendor. In the event of such cancellation, the Vendor shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Vendor.

**ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS**

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Vendor reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

**ARTICLE 8: PERSONAL SERVICES**

It is agreed that the District is relying on the personal services of the Vendor and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Vendor shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

**ARTICLE 9: CONFLICT OF INTEREST**

The Vendor agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Vendor shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Vendor shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

**ARTICLE 10: TERM OF AGREEMENT**

The initial term of the contract shall be from \_\_\_\_\_ 20\_\_ through \_\_\_\_\_. Extensions of the contract may be effected by an amendment to this Agreement approved by both parties.

**ARTICLE 11: GOVERNING LAW**

This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity and administration of the Agreement shall be determined under Arizona law.

**ARTICLE 12: SEVERABILITY**

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

**ARTICLE 13: NOTICES**

All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

*District Representative:*

*Vendor Representative:*

**ARTICLE 14: ARBITRATION**

If the parties are unable to resolve any disputes arising under the Agreement, those disputes shall be resolved through arbitration in accordance with A.R.S. ' 12-1501, et. seq.

**ARTICLE 15: NON-DISCRIMINATION**

The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

**ARTICLE 16: LACK OF SUFFICIENT FUNDING**

This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Vendor shall be notified in writing of any such non-appropriation at the earliest opportunity.

**ARTICLE 17: INSURANCE**

Vendor shall furnish insurance as required by Attachment B hereto, which is incorporated herein by this reference as though fully set forth herein.

**ARTICLE 18. ADDITIONAL TERMS AND CONDITIONS**

The parties shall comply with the Terms and Conditions attached hereto as Attachment C, which are incorporated herein by this reference as though fully set forth herein.

**IN WITNESS WHEREOF**, the Parties to this agreement have hereunto caused the same to be executed at Tucson, Arizona the day and year first above written.

Pima County Community College District:

Vendor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT A**

### **Cost Proposal**

- Spring and Fall Semesters, Monday – Thursday, 7:00 AM to 5:00 PM excluding College Observed Holidays, Rodeo and Winter Recess Breaks
- Minimum 10 minute queue at each location
  - Option 1, One Vehicle
    - *Morning Route* – Begin at 7:00 AM at the University of Arizona Old Main Loop, continue to the Downtown Campus, then West Campus, ending at Desert Vista Campus.
    - *Return Route* - Begin at the Desert Vista Campus, continue to West Campus, then to Downtown Campus, ending at the University of Arizona Old Main Loop, to end at 5:00 PM.

**Price Per Year \$\_\_\_\_\_**

- Option 2, Two Vehicles

*Morning Route*

- Vehicle 1 will begin at 7:00 AM at the University of Arizona Old Main Loop, continue to the Downtown Campus, then West Campus, and end at Desert Vista Campus.
- Vehicle 2 will begin at 7:00 AM at the Desert Vista Campus, continue to West Campus, then to Downtown Campus, and end at the University of Arizona.

*Return Route*

- Vehicle 1 will begin at the Desert Vista Campus, continue to West Campus, then to Downtown Campus, ending at the University of Arizona Old Main Loop, to end at 5:00 PM.
- Vehicle 2 will begin at the University of Arizona Old Main Loop, continue to the Downtown Campus, then West Campus, ending at Desert Vista Campus, to end at 5:00 PM.

**Price Per Year \$\_\_\_\_\_**

## **Attachment B**

### **INSURANCE**

#### **1. Insurance Requirements**

The Vendor, at Vendor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the College and possessing a current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of the agreement.

The Vendor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the College shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the College.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the College, its agents, representatives, directors, officers, and employees for any claims arising out of the Vendor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the College under such policies. The Vendor shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the Vendor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The College reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The College shall not be obligated, however, to review same or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the College's right to insist on, strict fulfillment of Vendor's obligations under the agreement.

The insurance policies, except Workers' Compensation, required by the agreement shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

## **REQUIRED COVERAGE**

### **General Liability**

Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The Vendor's policy shall be endorsed to include a separate designated project general aggregate limit applicable to this project with a per project limit of \$1,000,000 which coverage will be at least as broad as insurance Service Office, Inc. Policy Form CG 25030397. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's, Additional Insured, Form B CG20101185, and shall include coverage for Vendor's operations and products and completed operations.

## **CERTIFICATES OF INSURANCE**

Prior to commencing Services under the agreement, Vendor shall furnish the College with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Vendor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Vendor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

## **CANCELLATION AND EXPIRATION NOTICE**

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the College.

### **Automobile Liability**

Vendor shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than \$5,000,000 each occurrence with respect to the Vendor's owned, hired, and non-owned vehicles assigned to or used in performance of the Vendor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

### **Workers' Compensation**

This Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$2,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Vendor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Vendor.

## **Attachment C**

### **Terms and Conditions**

1. **Legal Remedies** – All claims and controversies shall be subject to the Pima County Community College Policy regarding Formal Protests and Appeals
2. **Agreement** –The Agreement shall contain the entire agreement between the College and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.
3. **Agreement Amendments** – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the College and the Vendor.
4. **Provisions Required by Law** – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
5. **Severability** – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
6. **Records** – Pursuant to provisions of title 35, chapter 1, article 6 A.R.S. §35-215 the Vendor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General or the College Purchasing Office.
7. **Advertising** – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the College.
8. **Preparation of Specifications by Persons Other than College Personnel** – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the College's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
9. **Americans With Disabilities Act** – The Vendor shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.
10. **Conflict of Interest** – The College may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the agreement for or on behalf of the College becomes an employee of or a Vendor in any capacity to any other party to the agreement with reference to the

subject matter of the Agreement while the Agreement or any extension thereof is in effect or as otherwise provided by A.R.S. § 38-511..

- 11. Drug Free Workplace** – The Vendor agrees that in the performance of the Agreement, neither the Vendor nor any employee of the Vendor 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 Vendor Drug Free Workplace Policy. The Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 12. Equal Opportunity** – The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. -0-1.4.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.
- 13. Federal, State and Local Taxes, Licenses and Permits** – Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Vendor shall be prepared to provide evidence of such licensing as may be requested by the College. Vendor shall, at no expense to the College, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 14. Gratuities** – The College may, by written notice to the Vendor, cancel the agreement if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Vendor or any agent or representative of the contractor, to any officer or employee of the College with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.
- 15. Liens** – Each Vendor shall keep the College free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Vendor.
- 16. Sales and Use Tax** – The College is not exempt from state sales and use tax.
- 17. Sexual Harassment** – Federal law and the policies of the College prohibit sexual harassment of College employees or students. Sexual harassment includes any unwelcome sexual advance toward a College employee or student, any request to a sexual favor from a College employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for College students. Vendor, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of College employees and students. The employer of any person whom the College, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from College premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

- 18. Smoking** – All facilities of the College are smoke free. Smoking is not permitted inside College buildings or within 25 feet of doorways and air intakes. The Vendor is required to comply with this smoke free policy.
- 19. Confidentiality** – The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive Employee or Student information directly from the College, other than public information available in any College directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Contractor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Contractor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All Employee and Student identities and personal information shall remain confidential. Disclosure by Contractor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.
- 20. Assignment-Delegation** – No right or interest in the Agreement shall be assigned or delegated by Vendor without the prior written permission of the College. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 21. Force Majeure** – Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 22. Intellectual Property Rights** – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the College. Documents provided in connection with the Agreement belong to the College and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Vendor's performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the College will own the copyright.
- 23. Laws and Regulations** – Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the College, its officers and agents against any claims of liability arising from or based on any violation thereof.
- 24. Payment Terms** – Payments by the College shall be subject to the provision of Title 35 of Arizona Revised Statutes, relating to time and manner of submission of claims. The College's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

- 25. Price Adjustment** – Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Vendor. The College will not approve unsupported price increases that will merely increase the gross profitability of Vendor at the expense of the College. Price change requests shall be a factor in the Agreement extension review process. The College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the College.
- 26. Prior Course of Dealings** – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation of such resulting agreement.
- 27. Right to Offset** – The College shall be entitled to offset against any sums due the Vendor, any expenses or costs incurred by the College, or damages assessed by the College concerning the Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the College.
- 28. Insolvency** – The College shall have the right to terminate the Agreement at any time in the event Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty (30) days; or if Vendor 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 Vendor or its business.
- 29. Lack of Funding** – The Agreement may be canceled without further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the College in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the College to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.
- 30. Stop Work Order** – The College may at any time, by written order to the Vendor, require the Vendor 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 Vendor, 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 Vendor 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 Vendor shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
- 31. Suspension or Debarment** – The College may by written notice to the Vendor immediately terminate the Agreement if the College determines that the Vendor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

- 32. Continuation of Performance Through Termination** – The Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.
- 33. Sudan, or Iran Scrutinized Business** – Pursuant to A.R.S. #35-391.06(A) AND 35-393.06(B), Contractor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in A.R.S. #35-391(15) AND 35-393(12) respectively.
- 34. Federal Immigration Laws and Regulations** – Vendor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(a) and that it requires the same compliance of all subcontractors under the agreement. Vendor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of the agreement subject to penalties up to and including termination of the agreement. The College retains the legal right to audit the records of the Vendor and inspect the papers of any employee who works for the Vendor to ensure compliance with this warranty and the Vendor shall assist in any such audit. The Vendor shall include the requirements of this paragraph in each contract with subcontractors under the agreement.

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

**35. Extended Contract**

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