

## **Request for Proposal Food Service Provider**

Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for food service at multiple campuses.

A mandatory pre-proposal conference will be held on: **January 28, 2010 at 10:00 AM (MST)** at:  
Pima Community College  
Purchasing - Room #D113  
4905 E Broadway Blvd.  
Tucson, AZ 85709

The deadline for receipt of sealed proposals is: **February 24, 2010 at 3:00 PM (MST)**. 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-113  
Tucson, Arizona 85709-1420

***Site visits will be conducted immediately following the meeting, attendees must call to reserve seating for transportation (520-206-4759) by 5:00 PM (MST) January 26, 2010.***

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

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **February 4, 2010 at 3:00 PM (MST)**. 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 **February 12, 2010 at 5:00 PM (MST)**:

**Jan Posz, C.P.M.**  
[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/admin/finance/purchasing/rfp.shtml>

Purchasing Director  
Pima County Community College District  
District Finance Office-Purchasing  
4905 East Broadway, Room D-113  
Tucson, Arizona 85709-1420

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## Section 1 - Introduction

### 1. Request for Proposal Summary

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

The College's objective is to provide quality food service for a reasonable price. In addition to programs involving "typical" services such as snack bar and cafeteria selections, bidders are encouraged to propose creative, innovative and/or alternative food service programs. The College wants its food service to support the approved College Plan by providing convenient access for students and contribute to the strengthening of student life activities and developing a successful partnership with the selected proposer. The College expects proposers to present a complete program for the management of its food services, to include verifiable examples of successful programs. In addition to menus and prices, proposals are to include a marketing and promotional program and decor recommendations all in sufficient detail to allow the College to evaluate the intended operation from the standpoint of quality, cost, and service.

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. Headcount enrollment history for the past three fiscal years for the five campuses which offer food service follows:

<b><u>Campus</u></b>	<b><u>2006/2007</u></b>	<b><u>2007/2008</u></b>	<b><u>2008/2009</u></b>
Desert Vista Campus	6,497	6,926	7,417
Downtown Campus	18,091	18,244	17,632
East Campus	12,098	12,159	12,317
Northwest Campus	7,156	8,102	8,912
West Campus	19,735	19,795	19,750

Separate kitchen facilities are located at the West Campus, Downtown Campus, East Campus, Desert Vista Campus and Northwest Campus. As a result of our capital budget program, significant upgrades to the facilities were made in the last five years. There are no food service facilities at the Community Campus location at this time.

Total food service sales by campus for the past three years follows:

<b>Campus</b>	<b>FY07</b>	<b>FY08</b>	<b>FY09</b>
West	699,811.45	702,166.59	727,461.27
Downtown	280,191.25	325,810.3	312,048.21
East	211,383.23	216,542.32	212,100.19
Desert Vista	112,425.95	147,139.66	154,628.94
Northwest	131,462.72	140,770.15	164,531.34
<b>Total</b>	<b>1,435,274.60</b>	<b>1,532,429.02</b>	<b>1,570,769.95</b>

Since our campuses are widely dispersed, it is expected that the successful bidder will provide an adequate number of and suitable vehicles for the transportation of food between campuses for meeting the various catering requirements.

**This request for proposal covers manual food services and automated candy/snack vending services only and specifically excludes automated beverage vending services, which are covered under a separate agreement.**

The College reserves the right to negotiate with the Contractor regarding operation of future food service facilities that may be constructed or operated by the College during the term of the contract.

- 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.

## Section 2 – Proposal Requirements

### 1. MINIMUM REQUIREMENTS FOR PROPOSER

This section of the RFP lists the items which require specific, written responses. To facilitate evaluation, complete but concise responses are encouraged.

- A. State the name and address of operating company;
- B. List the names and address of all owners of the company or principals of the corporation;
- C. Provide a company organizational chart;
- D. Attach latest audited financial statement or report to stockholders, including acceptable documentation showing total annual aggregate sales of at least \$2 million during the most recent annual accounting period;
- E. Please insert any other background information on your company that you wish to have considered;
- F. Provide evidence of the successful operation of the food service facility at five (5) multi-campus or multi-college or universities or equivalent institutions for at least a three (3) year period; three (3) operations must be in current operation;
- G. List all college and university food services (or comparables) being operated by the vendor at the present time (this list should include addresses and the beginning year of operation and the name, title, phone number and e-mail address of the client's representative). The officials of the College reserve the right to visit, or appoint a representative to visit, any of the institutions now operated by the proposer.

### 2. MANAGEMENT

- A. Include a resume of your proposed manager(s);
- B. Include a job description for all on-site management;
  - a. Include the name of the College manager for this account; list all accounts he/she is responsible for; and his/her city of residence;
  - b. Describe the availability and nature of support your company provides for on-site management.

### 3. STAFFING/LABOR

- A. Provide your proposed organization chart of on-site food operations;
- B. Include the number of full time and part time employees that will be assigned to work at each location at the commencement of the contract period (refer to General Conditions, Section B, d, for schedule of hours and days).

#### **4. QUALITY CONTROL**

- A. Describe your approach to quality control as it relates both to menu items and provision of service to clients;
- B. Include the method and frequency of quality control reviews proposed and describe how the results will be communicated to the College.

#### **5. MENU INFORMATION**

- A. Provide a detailed price listing for all items proposed for your cafeteria, snack bar, and catering operations as of the commencement of the contract period;
- B. Provide printed samples of catering service brochures and/or promotional materials;
- C. Indicate purchasing standards.

#### **6 RENOVIATION OF FACILITIES**

It is anticipated that refurbishment and replacement of equipment may be necessary in the food service areas. Some redecoration may be desirable. The expertise of proposers in suggesting the nature and extent of refurbishment needed is solicited as part of proposals submitted. The extent to which the proposers are willing to participate in meeting the costs of these refurbishments, if any, should be set forth in the Proposal submitted.

- A. Provide a detailed description of your company's proposed renovation of current facilities including specific deferred maintenance items. Include preliminary plans and/or design layouts, themes motifs, and marketing samples and any equipment requiring replacement;
- B. Provide cost estimates on all suggested renovations.

#### **7. MARKETING/PROMOTIONAL CONTRIBUTIONS**

- A. Provide descriptions, samples of promotion, and program outlines of your food service marketing plans for the College;
- B. Provide a dollar amount that will be contributed annually to marketing and/or College hospitality programs;
- C. Indicate how these costs will be reported to the College on the revenue and expense statement.

#### **8. FINANCIAL CONSIDERATIONS**

Provide a detailed, comprehensive listing and explanation of proposed financial considerations to the College. This listing must include the percentage of gross sales to be paid by the Contractor in consideration for the operation of the food service concession, which will constitute rents to the College. Also include any financial considerations related to vending sales commissions, facilities renovation proposals, and any other special incentives proposed.

## 9. PERFORMANCE BOND

Upon the election of the College and at its sole discretion, the successful proposer may be required to furnish and maintain a performance bond in the amount of \$100,000. Such bond, if required, must be furnished upon notification by the College and prior to the contract award, and shall be for the full contract period.

## 10. 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.

## 11. DEVIATIONS FROM RFP

Proposers must specifically provide a separate listing of each circumstance in which their proposal differs from any terms or conditions of the Request for Proposals. Failure to list such a deviation will result in that term of the proposal being disregarded in favor of the correlative term(s) of the RFP.

## 12. CONTRACT COMMENCEMENT

It is the intent of the College to commence food service under the resulting contract on or about July 1, 2010. A written notification of award of contract is expected to be made at least 60 days prior to commencement of performance.

## 13. CONTRACT ASSIGNMENT

This contract, in part or in whole, shall not be subcontracted or assigned to another Contractor without prior written permission of the appropriate College authority.

## 14. INSPECTION OF PREMISES

Proposers are required to completely inspect each site prior to submitting a proposal in order to determine all equipment maintenance and facility requirements associated with the contract. Should a site visit be required after the initial mandatory meeting visits you may schedule one by contacting **Virginia A. Flynn at 206-4875**. No proposer may visit any of the sites without first notifying the College of intent of such visit. Failure to inspect sites and identify requirements as specified in the request for proposals shall not relieve the successful proposer from any of the requirements of the contract, including Section E, m, in the General Conditions. Maps of all the College locations and detailed maps of each Campus location with food service facilities are on our website [www.pima.edu](http://www.pima.edu) in the 'Campuses' link.

## 15. PROPOSAL SUBMISSION

It shall be the responsibility of the proposer to assure that 19 copies plus 1 original (**marked original**) proposals are received, date and time stamped in at Pima County Community College District Purchasing Office at 4905D East Broadway Blvd, Room D-113, Tucson, Arizona 85709-1420, no later

than **3:00 p.m. (MST) on February 24, 2010.** Proposals received after said date and time will not be considered.

#### **16. SIGNATURE**

The Contractor shall furnish and include all the above requested data in its proposal. Statements are required to be complete and accurate, and shall be signed by the person (s) authorized to enter into an agreement. Proposals by partnerships must be signed with the partnership name by one of the partners, followed by the signature and the designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation, date of incorporation, and the signature of the President, Secretary or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. Material omission, inaccuracy, or misstatement may be sufficient cause for rejection of the Proposal.

#### **17. COST OF PREPARING PROPOSAL**

Any and all costs associated with the preparation of responses to this request for proposals including attendance at the pre-proposal conference, site visits, oral presentations and any other costs shall be entirely the responsibility of the proposer and shall not be reimbursable in any manner by the College.

#### **18. PROPOSAL EVALUATION**

This request for proposals does not constitute a commitment by the College to award a contract. The College reserves the right to waive any formalities and to reject any or all proposals and/or to cancel the request for proposals. The award shall be made based on the proposal that best serves the interests of the College. Failure to furnish the requested information may disqualify the proposal.

#### **19. AWARD WITHOUT DISCUSSION**

The College reserves the right to make an award without further discussion of the proposals received. It is therefore, critical that all proposals be submitted initially in the most favorable terms possible, both economically and technically.

#### **20. WITHDRAWAL OF PROPOSALS**

Any proposer may withdraw his proposal by written request at any time prior to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline and shall be binding upon proposer for a period of ninety (90) days after due date.

#### **21. AWARD CONSIDERATION**

From the total information requested and provided, determination shall be made of the Proposer's financial and operational ability to serve the College. Only proposals from financially responsible organizations or individuals, as determined by the College in its sole and unlimited discretion, presently engaged in the business of manual food service shall be considered. Representatives from the College reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented and to visit the proposer's facilities prior to award of this contract.

The College reserves the right to negotiate any and all provisions presented in the proposals.



## **22. CONTRACT PROVISIONS**

The following General Conditions constitute a portion of the provisions of the agreement to be executed between the College and the successful proposer. The College reserves the right to negotiate with the successful proposer and modify any of the provisions of the agreement prior to execution

## 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 Scope of Work, 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 Purchasing Office 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.

The firm must submit one original copy of the proposal (clearly marked "Original") as well as nineteen copies (clearly marked "Copy") of this proposal. One copy provided must be unbound and in a suitable format to allow photocopying.

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 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. Qualifications

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

- a. Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- b. Corporate organization chart indicating key management team members.
- c. Number of years in business.
- d. Description of the firm's capabilities to provide the requested product(s)/service(s).
- e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- f. Overview of approach and description of methodology to be used.
- g. Description of project structure and detailed project timelines and phases (if applicable).

- h.** References: The contractor must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the District. The District prefers educational or governmental entity references. Each of the references must include the following information:
  - i.** Company Name
  - ii.** Industry Type
  - iii.** Address, City, Province/State/Country
  - iv.** Contact Name, Title, Phone Number, and Email address
  - v.** Year(s) service(s) provided
  - vi.** Comments (include details regarding the current status of the product/service provided by contractor)

### **3. Response**

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

### **4. 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.

### **5. 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 the Appendix of this RFP, firms should complete it and use it as a guide 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. Additional requirements are as follows:

- a.** Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b.** All applicable taxes are to be paid by the Vendor and included in the quoted price. The College is not exempt from paying State and local transaction privilege tax (sales tax).
- c.** Provide detailed explanations of any assumptions that the contractor made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
- d.** Indicate if any costs are estimated and specify how contractor proposes that costs be billed to the College (e.g. actual expenses (time and materials), flat fee, capped, not-to-exceed, etc.) and when the contractor proposes to bill the College for the expenses (e.g. progress payments, milestone, weekly, monthly, etc.)
- e.** Indicate if contractor's proposal includes work in separate phases or sections. If so, provide separate sections identifying costs for each of the proposed phases and describe the proposed work that would be accomplished in each of the phases.
- f.** Indicate if any items are optional and specify them in a separate section(s).

## 6. 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. Audited financial statements for the past three (3) years (at minimum an Income Statement, Cash Flow Statement, and Balance Sheet are required) (All financial materials submitted will be handled as confidential to the extent possible by law).
- c. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past three years as it may relate to the successful completion of this Project.
- d. 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.
- e. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted 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.
- f. Samples of any contract(s), waiver(s), or any other documentation that contractor requires the College to sign.

## **Section 4 –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 Award.

Selected vendors 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 vendor.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria listed in relative order of importance.

- 1. Customer Service**
  - “Fit” with the College community and a clear understanding the College mission
  - Customer service program (submit examples of your program)
  - Program to provide continuous feedback to the College Administration regarding customer satisfaction levels
  - Innovative revenue generating programs
- 2. Financial Commitment / Capital Investment**
  - Financial return to the College
  - Financial projections
  - Capital investment plans for the facilities
  - Contractor’s financial stability and long-term financial viability
- 3. Experience**
  - Experience in providing food service management services to similar sized multi-campus colleges.
- 4. Management /Staffing / Personnel**
  - Staffing plan/personnel
- 5. Marketing Plan / Communication**
  - Ability to develop and implement an effective marketing plan
  - Ability to serve the campus community by providing innovative and quality menu items
  - Support of student life activities

## Section 5 – Terms and Conditions

1. **Proposal Opening.** Proposals are opened publicly in the office of the Purchasing Director and interested parties may attend. 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. Only the names of the submitting firms shall be publicly announced at the proposal opening. No other information will be released until time of award. Proposal results will not given in response to telephone inquiries. The list of firms or persons submitting proposals is available to anyone who submitted a proposal by sending a written request to the Purchasing Director.
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 one hundred and twenty (120) days after the proposal due date and time. Any firm who does not agree to this condition shall specifically communicate such disagreement in its proposal to the College, along with any proposed alternatives. The College may accept or reject such proposed alternatives without further notification or explanation.
3. **Alternate Offers.** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of purchase.
4. **Inquiries/Questions.** Only questions answered by a formal written amendment to the RFP will be binding. Firms may only submit written questions via e-mail as noted on page 1. Oral interpretations or clarifications will be without legal effect.
5. **Addenda.** Any change to the proposal will be in the form of a numbered addendum issued by the Purchasing Director's office. Any addendum will be posted on the College's webpage listed on page 1 of this RFP, and shall be furnished to all who received a paper copy of the RFP from the College. Other than official numbered addenda issued by the office of the Purchasing Director, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this RFP are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
6. **Withdrawal.** Proposals may be withdrawn until the date and time of the proposal opening. Proposals may not be withdrawn for ninety (90) days after the proposal opening.
7. **Cancellation.** The College may cancel an RFP 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 proposal. The College also reserves the right to reject the proposal 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 proposals.
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 shall 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 and will be returned to the vendor, after the award upon request.
- 11. Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be packaged separately 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 firm expressly restricts the information. If such restriction impedes the consideration of the firm's proposal, the Purchasing Director may disqualify the proposal.
- 12. Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
- 13. Pre-proposal Conference.** If scheduled, the date and time of a pre-proposal conference is indicated on page 1 of this document. Attendance at this conference, if mandatory, is so noted. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstandings. Any doubt as to the requirements of this RFP 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 RFP. Oral statements or instructions will not constitute an amendment to this RFP. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-proposal Conference, questions may be submitted in writing via e-mail as noted on page 1.
- 14. Proposal, General Provisions.**
- a. Offer and Acceptance.** A response to the RFP is an offer to contract with the College based on the provisions contained in the RFP. An authorized signature on the cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which shall incorporate this RFP.
  - b. Cost of Preparation.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal shall 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 document and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal and may result in rejection.
- 15. Waiver of Damage Claim.** Each firm, in submitting a proposal, is deemed to have waived any claims for damages by reason of the selection of another proposal and/or the rejection of his/her proposal.

- 16. Responsibility for Compliance with Legal Requirements.** The contractor shall comply with all state and federal laws applicable to its operations.
- 17. Law Forum.** A contract resulting from this RFP shall be governed, and the College and contractor shall have all remedies afforded to each, by the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
- 18. Non-discrimination.** During performance of a contract, the vendor will comply with provisions of the Civil Rights Act of 1964, Executive Order No. 11246 of September 24, 1965; rules, regulations and relevant orders of the Secretary of Labor and all applicable Municipal, County and State laws.
- 19. Americans with Disabilities Act.** The contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 20. Confidentiality.** The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the College, the contractor shall not publish, reproduce or otherwise divulge such information in whole, or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, to those employees on staff who must have the information on a “need-to-know” basis, and the contractor agrees to immediately notify the College, in writing, in the event it is determined, or there is reason to suspect, a breach of confidence has occurred. Execution of a confidentiality agreement will be required of the successful contractor.
- 21. Sudan, or Iran Scrutinized Business –** Pursuant to A.R.S. #35-91.06(A) AND 35-393.06(B), Vendor 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.
- 22. OSHA Requirements -** Contractor will be responsible to insure all equipment is in compliance with OSHA safety rules and regulations; and that all personnel comply with OSHA safety requirements and training.
- 23. Federal Immigration Laws and Regulations –** Contractor 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 this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The College retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor 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 Contractor 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 this Contract by the Contractor and any subcontractor.



**24. 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 Successful Vendor is expected to respect this smoke free policy and fully comply with it.

## GENERAL CONDITIONS

### A. GENERAL TERMS

a.. Parties To Agreement The contract shall be between the Pima County Community College District, hereinafter referred to as the "College", and the successful Proposer, hereinafter referred to as the "Contractor".

b. Contract Term. The contract shall be effective on the date indicated in the letter of award, and shall terminate June 30, 2011. Thereafter, the contract shall be deemed to be automatically renewed for the successive fiscal year periods through June 30, 2015, unless 90 days prior written notice of termination is provided by one party to the other. Regardless of performance, it is the College's intention to re-evaluate this agreement at the end of five years.

c. Scope of Contract. It is the intent of the College to contract manual food service exclusively from the Contractor for the Desert Vista Campus, Downtown Campus, East Campus, Northwest Campus and West Campus. Automated candy/snack vending services at all College locations shall be operated exclusively by the Contractor. The terms of this contract shall be applicable to manual food services operated in all various and separate locations of the College excluding automated beverage vending machines; stadium, gymnasium and field concessions; miscellaneous food sales utilized as fund raising medium for clubs, councils and other recognized organizations; candy and snacks sold in the bookstores and any other exclusions by mutual agreement of the Contractor and College.

d. Liability for Taxes. The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The College shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the contract or otherwise.

e. Existing Inventory. Upon the commencement of this contract and with mutual agreement of the previous Contractor, existing inventory of food and operational supplies owned by the previous Contractor may be purchased at the cost price. The Contractor may utilize the dishes, silverware, and other service equipment owned by the College.

f. Loss or Damage to Property. Neither party has any obligation or responsibility for loss or damage to the other's real or personal property caused by fire, lightning, extended coverage perils, vandalism, malicious mischief or theft. Each party hereby waives all rights of recovery against the other for loss or damage to property occasioned by any of the above specified perils.

g. Permits. The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws, and assume liability for all applicable taxes including but not restricted to sales, and personal property.

h. Use of Space, Facilities & Equipment. The College permits the Contractor to use such spaces as necessary to carry out the terms of this contract; such spaces as

defined by the College as areas for storage, preparation, and service of food, dining, office space, and such other space as agreed between the parties. The College shall provide the Contractor with facilities and owned equipment presently used for food service. No facilities or space other than that currently allocated to the food service operations will be provided by the College.

i. Provision of Supplies, Materials and Labor. The Contractor shall furnish all food, beverages, supplies, equipment herein specified, and all management and labor necessary for the efficient, nutritional, sanitary and ecologically sound operation of the food services included in this contract, subsequent extensions and amendments.

B. MANUAL FOOD SERVICE

a. Exclusivity. Manual Food Service under the specification of the resulting contract shall include the exclusive operation by the Contractor, as detailed in Section A, c, above, of all snack bars and cafeterias for the supplying of all foods, beverages and products typically sold in these operations, except items determined by the College to be objectionable. No alcoholic beverages are allowed to be sold, distributed or consumed on the college campuses. See Scope of Contract section for specific exceptions to exclusive rights.

b. Contract Prices. All requests for price adjustments must be submitted by the Contractor to the College not less than thirty (60) days prior to the first day of class for the semester in which the prices will be in effect. Accompanying all such requests will be detailed information justifying such a request solely on the basis of product cost. No prices will be adjusted without the prior written approval of the College. Approval for such changes shall not be unreasonably withheld. Prices and portions sizes quoted in the Contractor's proposal shall remain in effect from the inception date of the contract through the spring semester of 2011.

c. Supply Specifications. Where the Contractor is responsible to purchase such inventory items as replacement equipment, china, silver and glassware at his expense, the specifications for these items shall be arrived at by mutual agreement with the College.

d. Schedule of Hours and Days. At the start of the contract, the Contractor shall comply with the following schedule of days and hours for required service for each manual food service area:

<u>Day</u>	<u>Fall &amp; Spring Semesters</u>	<u>Summer Session</u>
Monday - Thursday	7:00 a.m. to 7:00 p.m.	8:00 a.m. to 2:00 p.m.
Friday	8:00 a.m. to 3:00 p.m.	Closed
Saturday	8:00 a.m. to 2:00 p.m.	Closed
Sunday	Closed	Closed

No service is required on days when the College is officially closed. For a schedule of official holidays, refer to the academic calendar on our website [www.pima.edu](http://www.pima.edu) in the 'Administration' link. Additions or deletions to the schedule of days and hours of required service, if any, shall be arrived at by mutual agreement. All service day and hour schedule reduction requests shall be submitted to the College by the Contractor in writing for approval prior to

implementation. A protocol for disseminating this information to the campuses shall be worked out between the College and Contractor.

e. Automated Vending Services. The Contractor shall operate or employ others to install and operate, vending machines for candy, snacks and similar products at all six College campuses, the Community Learning Center in Green Valley and the Northeast Learning Center – refer to our website [www.pima.edu](http://www.pima.edu) for addresses. The Contractor shall use a competitive process to select vendors to provide services under this paragraph.

#### C. CATERING SERVICE

a. Vendor Selection for Catering. The vendor for all College events greater than \$200.00 requiring catering services will be selected from a list of approved vendors which will include the Contractor. This would include, but not be limited to, banquets, parties, receptions, refreshment service for conferences or other special events as requested.

b. Scheduling of Events. The College shall control the space commitment and scheduling of authorized College catered events. The Contractor shall consult on and coordinate the menu prices, details of services required, and advise on effective program arrangements required with the individual or department requesting catering service from contractor.

c. Billings. The Contractor shall be responsible to bill and handle collection of billings. All billing and collection procedures shall be approved by the College at the start of this contract. All catering cash receipts and accompanying verification cash reports shall be the responsibility of the Contractor.

#### D. EQUIPMENT, UTILITIES, SUPPLIES, AND SPACE USE

a. Inventory of Equipment and Supplies. The College shall provide the Contractor with a physical inventory of all capital equipment and non-expendable supplies at the start of the contract. Items enumerated on such inventory shall be returned to service of the College at the conclusion of the contract term in as good condition as when released to Contractor, reasonable wear and tear expected. For purposes of this section, capital equipment shall be defined as items of equipment having a present replacement cost of greater than \$5,000.00.

b. Furniture and Office Equipment. The College shall provide by mutual agreement the existing office furniture and equipment for the use of the Contractor in the performance of this contract at no charge under the same terms applicable to capital equipment contained in this contract.

c. Phone Service and Utilities. The College will provide local phone service. The Contractor shall pay all long distance and special phone service charges upon invoice from the College. College shall provide heat, gas, electricity, phone installation for local service, refrigeration, cold and hot water. The Contractor shall comply with established energy conservation practices, regulations and policies, and endeavor to conserve the use of energies and control their resulting costs.

d. Ownership of Capital Equipment. Ownership of all non-expendable supplies and capital equipment shall remain with the College and shall not be loaned or removed from

the College without its prior written approval. The Contractor shall take such measures as may be reasonably required by the College for the protection against loss, pilferage or destruction.

e. Disposition of Equipment Upon Termination. On termination or expiration of this contract, the College shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor shall surrender the facilities and equipment to the College in as good condition as at the start of the contract, ordinary wear and tear expected, and missing items shall be replaced at the Contractor's expense.

f. Disposition of Supplies Upon Termination. On expiration or termination of this contract, inventories of food and expendable supplies of the Contractor shall remain those of the Contractor unless purchased by a new Contractor pursuant to Section A, e, under General Conditions above.

g. Transportation. Since there are food or beverage items under this contract which must be transported by the Contractor, the Contractor is responsible for providing and using motor vehicle(s) suitable for such a purpose, and for providing qualified and an adequate number of staff to operate the vehicle(s). The Contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the Contractor.

h. Purchase of Food Dispensing Equipment. Purchase of products, (food and supplies) which require equipment for their dispensing and have the equipment and service costs prorated in the costs of their product shall not be purchased for use at any campus without prior approval of the College. If a lease agreement is required for carbonated beverage dispensing equipment, it shall be signed by and held in the name of the Contractor.

i. Use of Facilities. It is specifically understood that the College may use the dining, production, and service areas from time to time for such purposes (student testing, registration, special events, dances, etc.) as may be required. Appropriate setup and cleanup shall be undertaken by the College's personnel at no cost to the Contractor. Facilities shall be restored to conditions mutually satisfactory to the Contractor and the College as soon as possible. This shall involve maintenance and sanitation to the areas, dining and service equipment, and trash removal.

j. Leasehold Improvements. Any leasehold improvements become the property of the College at the termination of this contract or any extensions thereto. All capital equipment purchased by the Contractor will remain the property of the Contractor. No leasehold improvements will be made except with the permission of the College.

k. Title to Equipment. Title to any other equipment purchased or provided by the Contractor, not included in the original proposal or otherwise provided for, will remain with the Contractor and shall be removed by the Contractor upon termination of the agreement. Contractor is responsible for the College facility to be restored to pre-installation condition.

E. MAINTENANCE, REPLACEMENT, AND SANITATION RESPONSIBILITIES

a. Equipment Acquisition Planning. The Contractor shall be responsible on a continuing basis for advising the College of possible additional capital equipment purchases, and of required repairs and replacement of capital equipment and renovation or remodeling of kitchen function and related facilities. The Contractor will provide a written report to the College by January 15 of each year listing proposed purchases, repairs and/or renovations for the fiscal year beginning July 1. The final decision of additional equipment shall rest with the College.

b. Sanitary Practices. The premises, equipment, and facilities (including the food preparation, storage and serving areas and the dining room) shall be maintained in a sanitary condition throughout the life of this contract at Contractor's expense in a manner satisfactory to the College. In addition, the Contractor shall adhere to the highest standards of cleanliness and sanitary practices as determined by the Arizona Department of Health Service and Pima County Health Department to insure continual sanitation in all functions and matters related to the execution of the terms of this contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items. Tops of tables and chairs in the dining area shall be kept cleared and cleaned during the all service hours.

c. Inspection of Premises. Inspectors of the Arizona Department of Health Service, Pima County Health Department, and campus safety and sanitation personnel shall have complete cooperation and access to all food service, production and storage areas on inspections which they may conduct. These inspections may be at the request of the College or on said agencies' own discretion. A management representative of the Contractor shall conduct equipment and facilities maintenance and sanitation inspections at least monthly including the preparation of a summary report. Vendor representatives who normally provide checks and reports as part of their equipment or product service shall be encouraged to do frequent inspections. A copy of all inspection reports shall be furnished to the College by the Contractor. The Contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten days notification and by mutual agreement of the College.

d. Sanitation Services. The Contractor shall provide daily housekeeping, cleaning and sanitation services, and all the equipment and supplies as required to provide these services.

e. Insect and Pest Control. The Contractor shall be responsible for the costs and maintenance of insect and pest control in all food service, production and storage areas. The College shall cooperate with the Contractor to keep these costs at a minimum.

f. Linens. The Contractor shall provide necessary food service linens. The Contractor shall be responsible for the laundry and cleaning and maintaining an adequate inventory of these items.

g. Trash and Garbage Removal. The College shall be financially responsible for the costs of premise removal of trash and garbage resulting from food service in compliance with a schedule approved by the College. Contractor shall remove trash and garbage from food service area to designated receptacles in locations as determined by College. The currently existing receptacles will be evaluated and may be relocated during the term of the contract.

h. First Aid Equipment and Supplies. The College shall not be responsible for the costs of providing or maintaining first aid equipment and supplies in any food production or service areas, nor shall the College be subject to any liability associated with such supplies or equipment furnished by the Contractor.

i. Waste Containers. The Contractor shall provide waste containers in the food service and dining areas in sufficient quantity to maintain sanitary standards for trash disposal. Waste containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the Contractor to maintain sanitary conditions as referenced. The Contractor shall be expected to see that the entire service area meets minimum standards of orderliness and cleanliness at all times. The Contractor will be responsible for bussing and cleaning tables in the food service and dining areas.

j. Recycling. The College is very committed to recycling programs and desires to expand such programs to include the food service area. The Contractor will develop a proposed recycling program including detailed programs, contributions and/or incentives offered to enhance recycling participation.

k. Cleaning of Fixtures. The Contractor is responsible for cleaning walls, ceilings, drapes, windows and light fixtures. The College is responsible for the periodic cleaning of hood ducts, plenums, and related vents and fans. The Contractor shall be responsible for routine cleaning maintenance of the hoods and filters.

l. Fire Extinguisher Equipment. The College shall furnish and maintain fire extinguisher equipment and supplies, and the Contractor shall notify the College immediately of extinguisher use.

m. Current Condition of Equipment. Prior to the effective date of the contract, the Contractor will expressly acknowledge in writing the current condition of all existing equipment and space and its adequacy and suitability for use in providing the services under this agreement, except as provided in the Contractor's proposal. The Contractor shall take reasonable and proper care of all premises and equipment under its custody and control and shall use them in a manner which will not cause violation of the laws, ordinances, rules and regulations including any reporting and record keeping requirements.

#### F. STATEMENTS, AUDIT, PAYMENTS, AND BILLINGS

a. Revenue and Expense Statements. Not later than the 15th day following the last day of each monthly accounting period, the Contractor shall provide the District Finance Office with a complete set of revenue and expense statements. The College's fiscal reporting period is July 1st through June 30th and it is desired that the Contractor's year-to-date reports correspond with the period.

b. Payments. All operating statements shall be accompanied by respective payments to the College. Cause of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements.

c. Audits. The Contractor shall be responsible for obtaining an annual audit of financial records and of operations by a qualified independent auditor at the Contractor's sole expense. The College shall be informed by the Contractor of the schedule of the

Contractor's audit of the records and operations at the College. The College shall have the right and option to participate in the Contractor's audits and shall receive full reports of these audits. All records pertaining to the operations of manual food service shall be open for inspection and/or audit by the State and/or College. In addition, the College reserves the right to retain an independent consultant, at the College's sole expense, to conduct an audit of the Contractor's records and operations at any time during the term of the agreement.

d. Charges Outside Scope of Agreements. Charges of the Contractor for services not permitted by or beyond the scope of this contract shall be an expense of the Contractor and shall not be an expense of the College.

G. LIMITATION ON FACILITY USE

Nothing in the provisions of any contract arising herefrom shall allow the Contractor to use facilities or equipment located on the campus to prepare foodstuffs for service of Contractor's clients located off the premises of the college, except by specific and written permission of the College.

## **Section 6 – Indemnification and Insurance Requirements**

### **1. Indemnification**

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the College, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney 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 contractor, its employees, agents, or any tier of subcontractors in the performance of the contract. The contractor's duty to defend, hold harmless and indemnify the College, 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 there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the contractor be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The contractor shall hold the District, its officers and employees, harmless from liability of any nature or kind on account of use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request.

### **2. Insurance Requirements**

The contractor, at contractor'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 minimum 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 Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of this Contract.

The contractor'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 contractor'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 contractor shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the contractor 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 the contractor of any deficiencies in such policies



and endorsements, and such receipt shall not relieve the contractor from, or be deemed a waiver of the College's right to insist on, strict fulfillment of contractor's obligations under this Contract.

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

### **3. Required Coverage:**

#### **a. General Liability**

The contractor shall maintain and cause any subcontractor to 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 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 this Contract, 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 the contractor's operations and products and completed operations.

#### **b. Workers' Compensation**

The contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the contractor'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 contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the contractor.

#### **c. Certificates of Insurance**

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

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

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

All Certificates of Insurance required by this Contract shall be identified with a bid or proposal serial number and title.

**d. 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.

# Appendix

## **RFP Completion Checklist**

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to vendors, 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 vendor to submit complete and compliant proposals.

- Cover Letter**
- Qualifications**
- Proposal**
- Cost Proposal**
- Non-collusion Affidavit**
- Conflict of Interest Disclosure**

**Non-collusion Affidavit**  
(must be completed by contractor)

**STATE OF:** \_\_\_\_\_ )  
 )  
**COUNTY OF:** \_\_\_\_\_ )ss )  
 )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn upon oath deposes and says:

That he/she is

\_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Company, Firm, or Corporation)

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Signature)

My commission expires: \_\_\_\_\_

If by a Corporation (Seal)

\_\_\_\_\_  
Notary Public

## Conflict of Interest Disclosure

All vendors must disclose with their proposals the name of any officer, director or agent who is also an employee of the College or any of its agencies. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest in the vendor or any of its branches.

<b>Employee Name</b>	<b>Description of Conflict of Interest</b>