

**MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT
Kingman, Arizona**

**COLLEGE BOOKSTORE OPERATIONS/MGMT.
(ONLINE)
RFQ 9-1213 B**

Responses will be received at:
The Office of the President
Care of Amy Curley
Mohave County Community College
Kingman Campus - Building 100
1971 Jagerson Ave
Kingman, AZ 86409

**Bids must be received at the above location by
2:00 PM Arizona time FEBRUARY 21, 2013**

All questions concerning this RFP should be in writing and mailed, emailed or faxed to:

Christine Van Vleet
Procurement Manager
Mohave County Community College
1971 Jagerson Avenue
Kingman AZ 86409
Voice: 928-757-0819
FAX: 928-757-0814
cvanvleet@mohave.edu

**This Request for Proposal creates no obligation on the part of the College to award a contract.
Mohave Community College reserves the right to reject any or all proposals or to cancel this
Request for Proposal in whole or part at any time.**

January 28, 2013

**Request For
Proposal
For
Mohave Community College Online
Bookstore**

Mohave County Community College District ("College" or "District") is seeking proposals from qualified firms for operation/management of the Mohave Community College Bookstore either through a physical presence on the campus locations or through an online bookstore.

Mohave Community College may elect to go with a physical presence, and online vendor, or a combination of both and may use one or multiple vendors for any combination that it finds to be in the best interest of the College.

The Mohave Community College Bookstore is currently contracted (i.e., operated and managed by a bookstore contract management firm.) The Bookstore consists of the following operations:

- Neal Campus Kingman Bookstore
- Lake Havasu City Campus Bookstore
- Bullhead City Campus Bookstore
- North Mohave Campus Bookstore

In addition, the Bookstore provides textbooks/course materials for the multiple Learning/Education Centers.

(Note: Throughout this RFP, the multiple Mohave Bookstore locations and programs are referred to collectively as the "Bookstore.")

RFP Timeline:

The RFP timeline of key dates is as follows:

RFP Issue Date	Monday, January 28, 2013
Proposals Due	Thursday, February 21, 2013
Proposal Review by Mohave	Friday, February 22, 2013
Presenter Notified	Friday, February 22, 2013
Presentations by Contractors	Friday, March 1, 2013 Times TBD
Intent To Notify Contractor	Monday, March 25, 2013
Contract Commencement	July 1, 2013

Proposal Receipt:

The deadline for receipt of sealed proposals is: **February 21, 2013 at 2:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Mohave Community College
Office of the President, Attn: Amy Curley
1971 Jagerson Ave
Kingman, Arizona 86409

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

Proposal Copies:

Please provide three (3) copies of the proposal in addition to the original copy. See Section 8 for further information.

Questions And Requests For Additional Information:

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **February 8, 2013 at 2:00 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 Mohave Community College webpage listed below by **February 12, 2013 at 5:00 PM (Arizona Time)**:

Christine Van Vleet
cvanvleet@mohave.edu

Copies of the Request For Proposal, questions and answers, and any related documents are available on the Mohave Community College Website: **<http://www.mohave.edu/procurement>**.

The RFP will also be posted online at ProcureAZ and Public Purchase websites.

Purchasing Manager
Christine Van Vleet
1971 Jagerson Ave
Kingman, AZ 86409

Presentations:

After review of the Proposals, prospective contractors may be invited to make oral presentations on Friday, March 1, 2013.

General Information:

Your company's Proposal must remain in full effect and subject to acceptance by the College for one hundred twenty (120) days after the due date.

The College reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or to reach agreement.

By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this Request For Proposals.

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.

NOTE: To simplify the College Administration's review process and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Section 2, "Technical Proposal Submittal Requirements". In addition, the Non-Collusion Affidavit and the Conflict of Interest Disclosure must be completed and signed by an authorized company representative.

Section 1 – Introduction

1. Invitation

Mohave County Community College District (“College” or “District”) invites your firm to submit a Proposal for Management and Operation of an online Mohave Community College Bookstore. The College is interested in proposals for an online full-service Bookstore for Mohave Community College. This Request for Proposal (RFP) process will determine if there is a creative and dynamic online bookstore firm capable of working closely with Mohave Community College to create a full-service online Bookstore to serve the Mohave Community College community.

Elements of a full-service online Bookstore for Mohave Community College include, but are not limited to, the following:

- Diverse book selections that include new, used and rental books, online and downloadable versions with required software, instructor/desk copies, and open source books
- Developing a proactive textbook/course materials market share strategy, including communicating and coordinating with faculty regarding the use of digital materials
- Providing easy access and multiple distribution channels for textbooks/course materials and general merchandise
- Providing excellent customer service
- Supporting the academic mission of Mohave Community College by providing a representative general book and reference department
- Assisting with promoting and branding Mohave Community College by offering a selection of emblematic clothing and gifts
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points
- Improving the product selection by continually expanding and introducing new product lines
- Developing a comprehensive marketing and promotional strategy to reach students, members of the campus community, alumni, visitors, and friends
- Comprehensive online/web strategy and mail order program
- Utilizing state-of-the-art technology for online orders, customer service and item delivery.

2. Current Bookstore Operation

The Mohave Community College Bookstore is currently contracted (i.e., operated and managed by a contract management firm.) The Bookstore consists of the following operations:

- Neal Campus Kingman Bookstore
- Lake Havasu City Campus Bookstore
- Bullhead City Campus Bookstore
- North Mohave Campus Bookstore

In addition, the Bookstore provides textbooks/course materials for multiple Learning/Education Centers.

3. Proposal Evaluation Criteria

The criteria that will be used to evaluate Proposals include, but are not limited to, the following:
(Note: The following criteria are not in priority order.)

Customer Service

- "Fit" with the Mohave Community College community and a clear understanding of the mission of Mohave Community College
 - Customer service program (i.e., commitment to provide excellent customer service)
 - Program to provide continuous feedback to the Mohave Community College Administration regarding customer satisfaction levels
- The contractor shall provide excellent customer service for the online Mohave Community College Bookstore.

The contractor shall operate the Bookstore in a manner that reflects the image and reputation of Mohave Community College and supports the mission and vision of the College. The contractor shall take advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of Mohave Community College.

The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of Mohave Community College with respect to Bookstore services and merchandise.

The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results will be shared with the College Administration.

Financial Commitment

- Financial projections
- Contractor's financial stability and long-term financial viability

Management / Marketing Plan / Communication

- Ability to develop and implement an effective marketing plan
- Ability to serve the campus community by providing innovative and functional online Bookstore
- Plan to promote and brand Mohave Community College by offering a selection of high quality logo/emblematic clothing and gifts at fair prices and multiple price points
- Plan to effectively market the Mohave Community College Online Bookstore through multiple channels including the Mohave Community College Web site

Technology Plan

- Ability to provide an online textbook reservation and ordering programs.
- Ability to provide 24/7/365 service to students, staff and faculty with designated contacts

- Describe delivery processes and issues with delivery to rural areas
- Offer various payment options to include, but not limited to Credit or debit card, e-cashier payment plan, Check, Money Orders,
- The College is extremely committed to making textbooks and course materials affordable to Mohave Community College Students.
- Class Rings/Graduation Merchandise. The contractor shall sell class rings in the online Bookstore and shall manage the graduation regalia program, including rental and/or sales of graduation gowns and accessories to Mohave Community College Students and rental of graduation regalia to Mohave faculty and staff.
- The contractor shall provide and maintain the online Bookstore. The site shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise, and the ability for faculty to submit textbook adoptions online.
- The site shall include a consolidated feature that allows students to order textbooks with ease for courses taken at multiple campuses or at a single campus depending upon their textbook/course material needs.

Textbook Services

- Support of Mohave Community College's academic mission by providing textbooks and course materials in a timely, cost efficient manner
- Experience providing textbook/course materials services to similar sized multi-campus community colleges
- Commitment to minimize textbook prices and retail prices of general merchandise, with an emphasis on maximizing value for Students
- Used Textbook Program: Ability to maximize the availability of used textbooks and to provide an effective textbook buyback program, including a 24/7 buyback program
A physical buy-back plan must also be in place on each campus at the end of each semester.

Miscellaneous

- Experience providing online bookstore services to colleges and universities, especially similar sized multi-campus community colleges
- Conformance to RFP specifications, requirements, terms, conditions, and provisions

Section 2 – Technical Proposal Submittal Requirements

(Note: To simplify the College's review process, the format for all Proposals must be consistent with the information requested below.)

2.1 Company History And Background

- a. Please provide your company's qualifications and experience in an online college/university bookstore. Please describe your company's experience serving large multi-campus community colleges.
- b. Please provide a client list that includes length of service, sales volume, and the name and telephone number of the college or university administrator responsible for the book orders. Please identify at least five (5) clients with online needs similar in nature to the Mohave Community College.
- c. Discontinued Client List. Please provide a list of all college and university accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service, sales volume, and the name and telephone number of the college or university administrator responsible for the bookstore.
- d. Please include your company's audited financial statements for the past two (2) years.

2.2 Operations

- a. Please describe your company's management/operations plan for operation of the Mohave Community College Online Bookstore/ Web site.

2.3 Customer Service

- a. Please describe in detail how your company will provide excellent customer service at the online site.
- b. Please describe the methods your company will use to obtain regular feedback from Community College Online Bookstore customers to ensure a high level of customer satisfaction.

- c. Please describe your company's customer service program
- d. Please describe your refund policy for course materials, new textbooks, used textbooks, bundled packages, course packs, etc., and general merchandise.
- e. Please describe your proposed hours of customer support for the online Mohave Community College Bookstore.

2.4 Textbooks / Course Materials

- a. Please describe your plans to develop strong relationships with faculty and your plans to market/promote textbooks to students.
- b. Please describe in detail the textbook/course materials services and programs that your company will provide to Mohave Community College Faculty and Students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
- c. Please describe your company's plans to deal effectively with the changing types of course materials and changes to the delivery of course materials, including digital course materials, digital textbooks, textbook rental programs, etc.
- d. Please describe your company's custom publishing/course pack program.
- e. Please describe your company's plans to provide textbook/course materials services to the College's current or future Learning Centers and/or distance learning/remote programs.

2.5 Pricing Policies

- a. Please describe your pricing policies for textbooks and course materials and explain your company's plans to address the pricing concerns of students at Mohave Community College.
- a. Please describe your pricing policies for general (all other) merchandise and explain your company's plans to address the pricing concerns of students at Mohave Community College.

2.6 Used Textbook Program

- a. Please provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that would allow for buyback prices that are greater than wholesale prices.

2.7 General Book Program

- a. Please describe your company's general book program and your plan to ensure that the general book program supports the academic programs of Mohave Community College.

2.8 General Merchandise And Marketing

- a. Please describe your plans for new product lines or services to be offered at the online Mohave Community College Bookstore, including an emphasis on products and services that will meet the needs of Mohave Community College.
- b. Please provide a detailed description of your plan to implement the sales of Mohave Community College emblematic/logo merchandise, clothing, and gifts. Please describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the online Bookstore's Web site.
- c. Please describe your company's plan to market and sell school and office supplies, computer peripherals, computer supplies, and computer software, if any.
- d. Please describe your company's plan to market and sell class rings and rent and/or sell graduation regalia.
- e. Marketing / Advertising Plan. Please describe your company's marketing/advertising plan for the Mohave Community College Online Bookstore(s).

2.9 Tender Types

- a. Please describe the tender types your company will accept at the Mohave Community College Online Bookstore.

2.10 Technology

- a. Web site / E-Commerce Plans. Please include a detailed description of your company's plans to offer the following:
 - Textbook reservation program
 - Online textbook ordering program
 - Online textbook adoption program
 - Ordering program for general merchandise (i.e., emblematic clothing and gifts).
 - Registration integration program

2.11 Additional Information

- a. Please provide the College with other information you feel is pertinent.

2.12 Exceptions To The RFP

- a. Please identify any exceptions to the RFP that are included in your Proposal. (Note: One of the College's evaluation criteria as outlined in this RFP is "Contractor's conformance to RFP specifications, requirements, terms, conditions, and provisions.")

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.

Section 3 – Contract Terms And Conditions

3.1 Term

- a. The term of the contract (to be prepared by the College and signed by the College and the selected contractor) will be for approximately three (3) years, beginning July 1, 2013, and ending June 30, 2016. The contract shall be renewable at the end of the initial three years for periods of two years, unless the College provides the contractor with one hundred twenty (120) days written notice of non-renewal prior to the expiration of the term or renewal term.

3.2 Termination

- a. The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of a bookstore serving Mohave Community College. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the College's selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from the College to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then the College may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- b. The College may terminate the contract at any time by providing the contractor with one-hundred twenty (120) days written notice.

3.3 Contract Administrator

- a. The College's Executive Vice President or designee will be the Contract Administrator for any Agreement that results from this Request for Proposals. The individual will be the point of contact at Mohave Community College for day-to-day operations.

3.4 Assignment Of Contract

- a. The contractor will not be permitted to assign the contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the College, and then only subject to such conditions as the College may prescribe.

3.5 Compliance With All Laws

- a. The contractor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

3.6 Governing Law

- a. The governing law for this contract will be Arizona.

Section 4 - 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 Office of the President 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 the required number of additional copies (clearly marked "Copy") specified in Section 2 of this proposal.

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. Response to Scope of Work

Responses must be clear and thorough, concise, and written in plain, easy to understand language.

To simplify the College Administration's review process and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Sections 2, "Technical Proposal Submittal Requirements". In addition, the Bid Form must be signed by an authorized company representative.

3. 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 two (2) 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.

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 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 criteria identified in Section 1 of the RFP.

Section 6 – Terms And Conditions

1. **Proposal Opening.** Proposals are opened publicly in the Office of Administration. 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 be 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 Manager'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 one hundred twenty (120) 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 proposal.

9. **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.
10. **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 Manager may disqualify the proposal.
11. **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.
12. **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, if 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.
13. **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 Mohave 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.

14. **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.
15. **Responsibility for Compliance with Legal Requirements.** The contractor shall comply with all state and federal laws applicable to its operations.
16. **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.
17. **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.
18. **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.
19. **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.

Section 7 – Indemnification

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.

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**
- ☐ **Technical 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.

Employee Name	Description of Conflict of Interest