



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3383-6

Furniture

Proposal Due Date

June 5, 2020 (local time)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP # 3383-6

Furniture

SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	April 27, 2020
Pre-Proposal Meeting	May 11, 2020
Questions Due	May 15, 2020
Proposals Due	June 5, 2020
Proposed Contract Award	July 2020

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ACKNOWLEDGMENT OF RECEIPT
RFP # 3383-6
Furniture

Please provide the requested information below as acknowledgment that you have received our Request for Proposal noted above. To ensure receipt of any future addenda and to remain in our vendor database it is strongly recommended that interested Bidders complete this acknowledgment and return via Fax to MCCCCD Purchasing at (480) 731-8190 or email to sarah.van.omen@domail.maricopa.edu even if you do not intend to submit a proposal.

All addenda/amendments will continue to be posted on our website at <https://procurement.maricopa.edu/>

Failure to sign and return the "Acknowledge of Receipt" will result in your company not being sent any addenda to this RFP. Addenda may significantly alter the specifications of this RFP which could result in your proposal being deemed unresponsive if this form is not returned.

Name of Firm: _____

Address: _____

Tel #: _____ Fax #: _____

E-Mail: _____

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE: Failure to respond to this acknowledgement **may** result in your companies removal from our vendor database for this commodity.

() We will not be responding to this solicitation please retain us on the Proposing Firm's mailing list.

GENERAL

1.1 INTRODUCTION

Maricopa County Community College District is soliciting proposals for district-wide furniture products and services. This includes, but is not limited to preparation, design support services, the purchase, delivery and installation of furniture, furniture repair, customer service/support, reconfiguration of existing furniture, etc. It is the intent of the Maricopa County Community College District to select firms, which are deemed the most favorable as determined by the evaluation criteria described herein, to provide district-wide furniture products and services.

1.2 MCCCC DISTRICT MAKE-UP

MCCCCD comprised of ten colleges, and numerous education centers dedicated to educational excellence by meeting the needs of the businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District (MCCCCD or District). The MCCCCD is one of the largest higher education systems in the nation. As the largest provider of health care workers and job training in Arizona, it is a major resource for business and industry and for individuals seeking education and job training. More than 200,000 students attend the Maricopa Community Colleges each year taking credit and non-credit courses. MCCCCD employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff.

1.3 HISTORY

MCCCCD ranks as one of the nation's largest systems of its kind and is the largest single provider of higher education in Arizona. MCCCCD educates and trains thousands of students year-round. What's more, thousands of employees from both local and relocating businesses and industries are enrolled in customized workforce training programs with the MCCCCD system. MCCCCD's administration, faculty and staff are committed to working collectively and responsibly to meet the life-long learning needs of our diverse students and communities.

A seven member governing board governs MCCCCD. Five members are elected from geographical districts within Maricopa County, while two are elected on a countywide basis. The chief executive officer of MCCCCD is the Chancellor; and a president heads each of the colleges. MCCCCD is a political subdivision of the State, and the elected governing board has the power to levy taxes. Funding comes from property taxes, student tuition, and federal, state and private grants.

1.4 CURRENT ENVIRONMENT

The Maricopa County Community College District, along with most educational entities in the State of Arizona, has been dealing with decreased funding support from the State for many years. In 2015, the

State of Arizona eliminated all of the funding it was providing to help support MCCC'D's operations. In addition to the loss of all funding from the State, MCCC'D has experienced a decrease in student enrollment, which is a typical trend for all community colleges during strong economic times.

It is the philosophy of MCCC'D that this loss of funding and decreased enrollment should not be bridged by raising student tuitions or by burdening the public with increases in their taxes. The result of these funding reductions has created a need to rethink the traditional model of customer and vendor so that MCCC'D can continue to provide the best learning environment for our student population as well as practice good stewardship of the public support we receive.

It is the District's desire to move towards a model that is being utilized by many other higher learning institutions throughout the country which is to evolve the previous customer/supplier relationships associated with our contractors to that of becoming our Strategic Partners. By cultivating strategic partnerships it will enable MCCC'D and the awarded contractor to help identify potential cost reductions, maximize efficiencies, and tap unexplored value-added opportunities to maximize resources and support to the benefit of both parties. Any potential strategic initiatives can be established during negotiations.

1.5 STRATEGIC PARTNERSHIPS

In addition to providing the services listed in this Request for Proposal, MCCC'D is continually seeking to expand its relationships with contractors who can evolve into a strategic partner. We are seeking companies that can help expand the boundaries of what has been thought of as traditional staffing contracts by infusing the program with new concepts, out-of-the box thinking, and value-added offerings that may not have existed before.

It is recommend that you review our 2017 – 2020 Strategic Commitments and detail in your proposal how leveraging a strategic partnership with your company can assist MCCC'D in achieving our goals. A copy of these commitments can be found using the link below:

<https://procurement.maricopa.edu/sites/procurement/files/purchasing/forms/MCCC'D%20Strategic%20Commitments%202017-2020%20-%20Nov%2015%2C%202016.pdf>

1.6 VALUE ADDED OFFERINGS:

MCCC'D would be interested in receiving any suggestions that would bring added value to this contract. As stated in section 1.4, the previous sources of State revenue support have been cut and in order to continue to provide the quality of education our students deserve MCCC'D is open to considering new resources and ideas to help alleviate these short-falls. These proposals may be a one-time occurrence or recurring in nature, revenue producing (such as incentives or rebates) or other offerings that would bring added value to our organization. Provide details how leveraging a strategic partnership with your company can assist MCCC'D in achieving our goals. Creative solutions are encouraged and should be clearly labeled in the proposal as an attachment.

Potential value added offerings may be proposed in general in the attachment but will not be reviewed and considered until after the competitive evaluation process has been completed. Once a susceptibility of award is determined by the evaluation team further negotiations regarding these added value offerings may occur and must be completed prior to a final contract award.

The negotiation of any of these offerings is separate from the evaluation process. Changes / additions to these offerings may be made if agreed upon in writing by both parties and included as a signed contract amendment.

MCCCD reserves the right to exclude items offered under this section from co-operative use unless also agreed upon by the awardee.

PROPOSAL INSTRUCTIONS

2.1 PURPOSE OF RFP

It is the intent of the Maricopa County Community College District to select firms, which are deemed the most favorable as determined by the evaluation criteria described herein, to provide district-wide furniture products and services as specified within this solicitation.

2.2 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be directed to:

Sarah Van Omen, Procurement Analyst

(480) 731-8536 FAX (480) 731-8190

E-Mail: sarah.van.omen@domail.maricopa.edu

Questions must be sent by mail or e-mail. Questions will only be accepted until May 15, 2020. We will not respond directly to the company asking the question. All questions received within the question period will be acknowledged even if an answer cannot be provided. Responses to the questions received by the deadline will be answered in the form of an addendum and sent to all known potential respondents, based on returned Acknowledgement of Receipt forms, on/about May 22, 2020.

2.3 PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to assure that Proposals are received as follows:

The Maricopa County Community College District is accepting **electronic only** Proposals for a firm(s) to assist on an as-needed basis with providing furniture products and/or services for the District to a variety of locations. The purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified provider(s) who has the expertise, capacity, and experience that best meets the requirements as outlined in the RFP.

The RFP is available at the Maricopa County Community College District Office, Purchasing Dept., 3rd Floor, 2411 W. 14th St. Tempe, AZ, or by calling 480-731-8520. Office hours are 8 a.m. - 5:00 p.m. Monday through Friday.

The complete RFP may also be downloaded by going to our website:

<https://procurement.maricopa.edu/bid-opportunities>

There will be a non-mandatory Pre-Bid meeting held via Google Hangouts on Monday, May 11, 2020 at 10:00 AM. If you would like to attend, please email sarah.van.omen@domail.maricopa.edu to sign up as an attendee and receive the meeting invite.

Due to COVID-19, the Purchasing Department will not be receiving written, sealed proposals at the Main Reception Desk. Proposals shall be sent via email in PDF format to:

purchasing@domail.maricopa.edu

Please **reference RFP 3383-6 in the subject** line of the submittal email. Proposals must be received no later than **3:00 P.M. (Arizona Local Time) Friday, June 5, 2020**.

NOTE: Late proposals will not be accepted or considered for award. Regardless of the method of delivery, it is your responsibility to ensure on-time delivery of the proposal package.

In submitting your proposal, make sure that it complies with Part IV – Proposal Requirements, Paragraph 4.3 – Deviations from RFP – to the extent that that paragraph is applicable to the terms of your submission.

2.4 AWARD DETERMINATION

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request For Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. The District reserves the right to negotiate a contract with the selected awardee. Even after the execution of a contract document or Notice of Award, the selected vendor may not initiate contract performance or incur any contract costs until it receives a District-issued purchase order or Procurement card.

2.5 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. Unless it is critical for the evaluation of a proposal, the District discourages the submission of proprietary information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District's Purchasing Manager will review all proprietary information after the proposals are opened and, in conjunction with District General Counsel, make a determination if the information provided meets the classification as proprietary. If the information cannot be classified as proprietary by the District, the Proposer shall be notified and provided to the opportunity to redact that information from their proposal. Any redacted information will not be considered when evaluating the proposal. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

2.6 PROPOSAL FORM

All proposals must be submitted in writing. Oral, telephone, facsimile (fax machine) or computer data transfer proposals will not be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents.

2.7 PROPOSER MODIFICATIONS TO PROPOSALS

No modifications to proposals are permitted by the proposer after the published RFP opening date and time. Proposals may be modified after delivery, but before opening, by requesting that they be returned. Modifications must be made and the response returned by the published date and time.

2.8 WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their 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. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

2.9 PROPOSAL COSTS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner.

2.10 ORAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the MCCCDC. The MCCCDC will schedule the time and location for any presentations as requested. Oral presentations will be evaluated.

2.11 AWARD WITHOUT DISCUSSION

The MCCCDC reserves the right to make an award(s) 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.

2.12 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award with a specific contract start date will be made prior to commencement of performance. The initial contract term will end on June 30, 2021. MCCCDC may, at its discretion, exercise up to 4 one-year option periods. However, if a mutually beneficial strategic agreement can be reached that would benefit from a longer term, those terms will also be considered.

2.13 MCCCDC MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCDC Purchasing. Addenda will be mailed or faxed to all that are known to have received a copy of the RFP. Addenda will also be posted to the proposal documents on the Purchasing website located at www.maricopa.edu/purchasing.

2.14 NON-COLLUSION

The MCCCDC encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the MCCCDC's needs and the accomplishment of a sound economical operation. The Proposer's signature on its proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude the MCCCDC from obtaining the most advantageous proposal.

SCOPE OF WORK

You may submit proposals for new furniture products and services, used furniture products and services, and/or additional services for existing furniture (Sections 3.29 - 3.31). This is not an all or nothing proposal.

3.1 Furniture Products and Services

3.1.1 Provide furniture to include, but not limited to the following, indicating the specific Manufacturer(s) for each product:

- Desking systems.
- Panel wrapped systems.
- Wood casegoods.
- Laminate casegoods.
- Ergonomic seating and stools.
- Guest seating.
- Conference seating.
- Side chairs and stools.
- Stack chairs.
- High performance task chairs (24/7 seating).
- Lateral files.
- Bookcases.
- Storage cabinets.
- Conference tables.
- Classroom tables.
- Moderate computer support tables.
- Ergonomic work tools.
- Ergonomic ancillary products.
- Ancillary items such as keyboard trays, task lighting and lobby or reception furniture.
- Monitor arms
- Demountable wall systems.
- Classroom seating.
- Gymnasium/Multipurpose Facilities
- Outdoor Furniture
- Specialized furnishings/accessories (i.e. ADA needs, science labs, shops)
- Textiles

3.2 Support Services

3.2.1 Provide full support services to include, but not limited to the following, indicating which services are performed by Contractor vs Manufacturer and indicate the specific Manufacturer(s) names for each service:

- Sales
- Preparations
- Design
- Quote and schedule
- Delivery
- Installation documentation
- Installation services
- Training
- Reconfiguring existing furniture
- Removal
- Return
- Relocation
- Refurbish existing furniture
- Repair existing furniture
- Warranty
- Maintenance
- Parts
- Long-term warehousing services/storage

- Custom fabricated furniture/wood casework (custom countertops, workstations, cabinets, etc.)

3.3 Preparations

- 3.3.1 The Contractor shall measure carefully and check all dimensions and other conditions in the field to ensure proper fit in the areas designated. The Contractor shall be totally responsible for the accuracy of his measurements. No request for material or installation extras to the Owner will be considered because of measurement or takeoff errors by the Contractor.
- 3.3.2 Contractor responsible for the evaluation of existing conditions, or planned conditions within new work to properly coordinate furniture installation with MCCCDC stakeholders in determining workflow, impact on staff/students/public to minimize interruption or delay in occupancy.

3.4 Contractor Services (for smaller projects/purchases or where appropriate, the district may modify and reduce the requirements of this section)

- 3.4.1 Contractor shall provide a Project Manager as the primary contact and a knowledgeable back-up person. Any change in Contractor personnel during the project is subject to review and approval by MCCCDC.
- 3.4.2 Contractor shall provide an estimated progress schedule and delivery/installation date after discussion with MCCCDC but soon after receipt of purchase order as possible after discussion with MCCCDC. The progress schedule shall indicate the proposed starting and completion of the phases of the work within the contract time, including dates for ordering long lead items, production, shipment, delivery and installation. It shall include any other critical dates, such as deadlines for approval of shop/installation drawings, selections of finishes, fabrics and/or materials, receipt of district provided materials, C.O.M., changes, delays or cancellations.
- 3.4.3 Contractor shall immediately notify the MCCCDC representative or designer of any delays with custom materials, which could delay production so that materials may be re-selected at the district's option.
- 3.4.4 Contractor shall provide twice monthly status reports to the MCCCDC representative, beginning with purchase order release. Beginning four (4) weeks prior to the start of the installation, provide weekly status reports continuing through punch list. Contractor shall supply the following information on the status report:
- A. Purchase order number
 - B. Date purchase order received by Contractor
 - C. Date of order for custom materials (i.e., fabrics, laminates, etc.)
 - D. Back order status of custom materials
 - E. Installation tag number
 - F. Estimated arrival date in Phoenix
 - G. Estimated installation delivery date
- 3.4.5 Contractor shall verify all manufacturer acknowledgments within the manufacturer's time frame and notify the manufacturer immediately of corrections and/or changes. Contractor shall supply copies of all acknowledgments to MCCCDC representative.

- 3.4.6 Contractor shall revise ship dates as acknowledgments and schedule updates are received and notify the MCCCCD representative of any schedule changes and follow up with any necessary coordination to ensure schedules are met. Once the installation schedule has been finalized, acceptance of changes to the schedule is at the sole discretion of MCCCCD. Contractor to provide secure storage of earlier than anticipated received items at no additional cost to MCCCCD until ready to install at the proper time. See 3.9.19 for added information related to storage of products.
- 3.4.7 Contractor shall notify the MCCCCD representative two (2) weeks prior to shipments.
- 3.4.8 Contractor shall receive furniture and file all claims at the time of delivery. The contractor shall note product damages at the time of delivery and provide a list of the punch items that need to be repaired/replaced.
- 3.4.9 During installation, the Contractor's Project Manager shall, on a daily basis, report to the MCCCCD representative regarding the status of the project until completion of the installation. Critical issues should be reported to the designated MCCCCD representative within four (4) hours; other issues within twenty-four (24) hours.
- 3.4.10 Contractor shall respond to service calls within three (3) working days. Same day for small projects.

3.5 Installation/Shop Drawings (If Required)

- 3.5.1 Contractor shall provide drawings and project data specified herein in accordance with the following requirements:
 - 3.5.1.1 Drawings and other required information shall be submitted to the MCCCCD representative. Sufficient time shall be allowed so that no delay occurs due to the required lead-time in ordering or delivery to the job site.
 - 3.5.1.2 Provide three (3) full size sheet prints and a digital in PDF file format copies of each sheet of drawings and schedules for parts of the Work as specified or required. The MCCCCD representative will correct, annotate, clarify or amplify the drawings submitted, or at his option, require the Contractor to do so.
 - 3.5.1.3 The Work required by the drawings shall not be executed until confirmation of review is obtained from MCCCCD.
 - 3.5.1.4 Contractor shall prepare installation layouts or coordinating drawings, when required to solve tight field conditions when discovered and provide sufficient time for review by MCCCCD of options proposed to resolve such found conditions. Printed and digital PDF file format drawings shall be provided consisting of dimensioned plans and elevations and must give complete information, particularly as to structural interferences and clearly identify proposed solution(s) to correct the situation(s). Drawings shall be coordinated in the field by the Contractor and his subcontractors for proper relationship to the Work of other trades, based on field conditions, and shall be checked and approved by them before submission to the MCCCCD representative for final review. Changes to previously approved shop drawings and submittals required by installation or

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- coordination drawings produced at a later time must be brought to the MCCCC representative in writing as soon as the change becomes know.
- 3.5.1.5 The submission of shop drawings (in either original submission or when resubmitted with corrections) shall constitute evidence that the Contractor has checked all information thereon, and that he accepts and is willing to perform the work as shown. No claim for an extra charge shall be based on work shown on shop drawings.
- 3.5.1.6 The cost for any changes in construction due to improper checking and coordination by the Contractor shall be paid by him, and the Contractor shall be responsible for all additional costs, including coordination.
- 3.5.1.7 Drawings shall clearly show the following information:
- A. Interior Designer's name (if applicable), MCCCC project name and address
 - B. Drawing title, number, date and scale
 - C. Working and erection dimensions
 - D. Necessary details, including complete information for making connections with other work.
 - E. Types of materials and finishes.
 - F. Descriptive tag numbers and locations at which materials are to be installed in the Work. The same reference identification shall be used as shown on the contract documents.
- 3.5.1.8 If shop drawings show variations from contract requirements because of standard shop practice or other reasons, specific mention shall be made of such variations on a transmittal form.
- 3.5.1.9 Drawing review by the MCCCC representative will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor proper fitting, construction of work, furnishing of materials, or work required by contract documents and not indicated on drawings. Drawing approval shall not be construed as approving departures from contract documents.
- 3.5.1.10 Review of drawings and schedules shall not relieve the Contractor from responsibility for any violation indicated on such drawings or schedules of local, county, state, or federal laws, ordinances, or rules and regulations of commissions, boards or other authorities or utilities having jurisdiction. MCCCC is the jurisdictional authority for all campus locations except for issues related to state fire marshal and county health.
- 3.6 Sample Mock-Up Submittals (when required by MCCCC or interior designer)
- 3.6.1 Samples and mock-ups shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the furnishing product and the full range of color, texture fabric and pattern.
- 3.6.2 The approval or acceptance of samples will not preclude the rejection of any material upon the discovery of defects prior to the final acceptance of the completed work.

- 3.6.3 After a material has been approved, no change in brand, make or material will be permitted unless satisfactory written evidence is presented to and approved by MCCCC that the manufacturer cannot make the scheduled delivery date of approved material, that material delivered has been rejected and substitution of suitable material is an urgent necessity, or that other conditions are apparent which indicate approval of such substitute materials to be in the best interest of MCCCC.
- 3.6.4 All samples shall be shipped prepaid and provided to the MCCCC representative in a sufficient time frame so that no delay occurs due to the required lead-time in ordering or delivery
- 3.6.5 Each sample shall be labeled to indicate the purchase order number, project name, contractor, and manufacturer.
- 3.6.6 Samples which are rejected by MCCCC must be resubmitted as soon as possible after notification of rejection, and shall be marked "resubmitted sample" in addition to the other information required.
- 3.6.7 MCCCC reserves the right to retain samples for comparison purposes until completion of work. Samples will be returned or may be used in the work unless otherwise specified.
- 3.6.8 Contractor shall pay all costs of furnishing or constructing and removing mock-ups and samples.
- 3.7 Pre-Performance Meetings
- 3.7.1 At MCCCC's request, the vendor will participate in an initial pre-performance or "kick off" meeting. It shall be attended by the authorized representative(s) of the Contractor, an authorized representative of MCCCC and other project stakeholders
- 3.7.2 The following items will be covered in the meeting:
- A. Organizational arrangement of Contractor's personnel, personnel of subcontractors, materials suppliers, and MCCCC.
 - B. Lines of communication.
 - C. Project schedule. Contractor shall provide a critical path schedule and revisions. Critical path schedules should never be revised, just updated to show if the schedule is being met, ahead, or behind, and if behind, shows how to make up the time as required for maintaining an accurate schedule.
 - D. Review contract documents.
 - E. Processing of Installation Drawings and other data submitted to MCCCC for review, if applicable.
- 3.8 Pre-Installation and Installation Meeting
- 3.8.1 Pre-installation will be held on a periodic basis in order to review the work as it progresses. At MCCCC's request, the vendor will participate in pre-installation and installation meetings as required throughout the construction period.

- 3.8.2 The person designated by the Contractor to attend and participate in the pre-installation and installation meetings shall have the required authority to commit the Contractor to solutions agreed upon during the meetings.
- 3.8.3 Contractor responsible for preparing and publishing records/notes of all meetings and items discussed during the meetings in a timely manner.
- 3.9 Receiving of Products/Installation
- 3.9.1 All installations shall be according to the manufacturer's recommendations.
- 3.9.2 Contractor shall provide a Project Manager to be on-site to oversee the installation (on a daily basis) at all times installation work is in progress, from the start of the installation through the final punch list walk-through.
- 3.9.3 Contractor shall notify the MCCCCD representative, in advance of the installation, of any obstacles or conditions which might reasonably impede the Contractor during delivery and installation.
- 3.9.4 Contractor shall note to the MCCCCD representative any pre-existing damage in the building, room and/or adjacent work surfaces prior to work being performed. Beginning of installation constitutes acceptance of existing conditions.
- 3.9.5 The Contractor shall establish a staging area at the Project site in a location designated/approved by the authorized MCCCCD representative. Contractor must first review, accept, and follow all the safety requirements before beginning to safely move materials through the college in accordance with current published guidelines provided by the MCCCCD representative to properly deliver materials to the Project site and transportation to the designated staging area.
- 3.9.6 Contractor shall give receipts to the MCCCCD representative for the items delivered. Signing off on the delivery ticket does not indicate that the product is approved and accepted. It only indicates receipt of the product. Product is not approved and accepted until installation (all furniture is placed and prepared for use) and punch list is completed.
- 3.9.7 Contractor shall provide hard surface coverings as necessary, such as hardboard, over carpet floors and other surfaces to protect from damage while work is being performed.
- 3.9.8 Contractor shall not rest panels or other components against walls or other vertical surfaces unless the walls and surfaces are fully protected from marring.
- 3.9.9 Contractor shall provide pads and finish surfaces within the elevator(s) and/or stairwells remove such protection at completion of the Work.
- 3.9.10 Contractor shall provide and maintain a set of approved installation drawings at the job site and provide a copy/scan (pdf format) at the completion of the work to MCCCCD.
- 3.9.11 Contractor must notify MCCCCD of damage, errors, or omissions. Contractor shall file all claims and follow-up until missing items are received in good condition and the installation is complete.
- 3.9.12 Contractor shall replace damaged product, unless damage is minor and easily repairable. Abraded or damaged surfaces shall be carefully repaired to an acceptable finish, or shall be replaced with new, undamaged product to the satisfaction of MCCCCD.

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- 3.9.13 Contractor shall deliver and unload products to designated locations and set in place where indicated on approved installation drawings; be responsible for the proper installation of product; verify dimensions, take special field measurements when required and coordinate the work with the MCCC representative and MCCC AV/IT/Security (for required connections/access) so as to achieve the design intent.
- 3.9.14 Contractor shall be responsible for the accuracy of installation services to include, but not limited to:
- Alignment
 - Leveling
 - Adjustment
 - Assembly
 - Inspection
 - Testing
 - Structural stability
- 3.9.15 Installation services shall include removal of all packing materials and labels from the site. The furniture shall be polished, cleaned, adjusted, leveled, and ready for use. Contractor shall repair any scratches and dents or replace to the satisfaction of MCCC.
- 3.9.16 In project areas, the Contractor shall provide daily cleaning and trash removal of items related to the work. Disposal of trash is the Contractor's responsibility. This must also include clean up of all floors and walls, which may have been soiled or littered during the installation.
- 3.9.17 All necessary fasteners, fittings, hardware, anchors, or other necessary miscellaneous items to successfully install the furniture shall be provided by the Contractor.
- 3.9.18 All product shall be permanently tagged in an inconspicuous location with MCCC purchase order number, date of purchase, the contractor's name, manufacture name, and model number or description. It is the contractor's responsibility, with acceptance by MCCC to determine the proper location for all tagging applied in a consistent location on each of the product types being installed and while inconspicuous must be easily found and able to read. All tags must be semi-permanent.
- 3.9.19 It is intended that the product be delivered to the job site and installed immediately in accordance with the Project Schedule and drawings. Installation must be coordinated with MCCC/AV/IT to allow cables, connections, pathways, etc. to be placed in advance of the product installation. If delays in the construction or other unforeseen circumstances occur, the Contractor may be required to store some or all of the products. No storage facilities will be provided at the site. In the event of an unforeseen delay in the building construction, Contractor shall be responsible to make arrangements for the local warehousing of the materials prior to the delivery to the Project site. Warehousing shall be provided at no cost for thirty (30) calendar days. The timetable for payment terms will begin upon the 31st day of warehousing. The district will notify the contractor of any changes in the completion or occupancy schedule as soon as those delays become known to the district.

3.10 Delayed/Damaged Product

It is agreed by the Contractor that MCCCCD will sustain damages if there is a delay in the completion of the project, the District and contractor may jointly agree to leave the incorrect or damaged product in place and allow its use by the district, without penalty or obligation, until the correct or new product is delivered and installed in place. Items provided on loan (which may be required as determined by the district due to late or delayed delivery of specified or ordered products) shall be at no additional cost to MCCCCD. All costs associated with installation and removal of loaned items shall be the responsibility of Contractor.

3.11 Product Protection

In the event products are stolen or misplaced prior to their installation, it will be the responsibility of the Contractor to replace, at the contractors expense, those items which are missing. Products damaged shall be repaired or replaced as directed by MCCCCD.

3.12 Damages

- 3.12.1 Contractor shall be responsible for any damages to the building or to other installed product, which is a result of the performance of the work.
- 3.12.2 If any property damage is caused during installation of products, repairs shall be made within two weeks of installation of products at the contract vendor's expense.

3.13 Final Acceptance

- 3.13.1 Before MCCCCD gives final acceptance, the installation shall be inspected by representatives of MCCCCD and the Contractor. A "punch list" of unsatisfactory items, if any, will be agreed upon. Contractor shall be responsible for the correction of all items on punch list within ten (10) working days after the punch list walk-through or on a schedule agreeable to the district.
- 3.13.2 Before MCCCCD gives final acceptance, the Contractor shall have performed the following:
 - 3.13.2.1 All damaged product must be replaced or repaired; or exceptions agreed by MCCCCD and noted on the punch list.
 - 3.13.2.2 All items must be in working condition and completely assembled; or exceptions agreed by MCCCCD and noted on the punch list.
 - 3.13.2.3 Each item must be clean and free of dust, packing marks, tags, labels, etc. except as noted in section 3.9.18 "tagging"
- 3.13.3 Upon completion of each area, the MCCCCD representative, the Contractor Project Manager and other project stakeholders shall review the final placement of all items and inspect for damage, quality, assembly and functioning order to determine that all product is delivered and installed in accordance with Contract Documents. Contractor shall be

responsible for the correction of all items on the punch list. MCCCCD shall conduct as many inspections as may be required until MCCCCD agrees that the work is acceptable under the Contract Documents and the contract is fully performed.

3.13.4 When the work is found to be acceptable and the contract fully performed, the Contractor will send their invoice to MCCCCD with a copy to the designated MCCCCD Project Manager.

3.14 Price Escalation

Any request for reasonable price adjustments must be submitted thirty (30) days prior for evaluation. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. Upon agreement by MCCCCD to the adjusted price terms, MCCCCD shall issue written approval of the change prior to any adjusted invoicing being submitted for payment.

3.15 Resolution of Disputes

Disputes are to be resolved to the satisfaction of MCCCCD. During dispute resolution, the manufacture may be put on hold until such is resolved.

3.16 Cancellation>Returns

Shipment of materials conflicting with accepted contractors quotes are subject to return at no cost by MCCCCD.

3.17 Product Discontinuance

3.17.1 Substitution of discontinued product by the Manufacturer shall be approved in advanced by MCCCCD. Contractor to provide the following for substituted products:

3.17.1.1 A formal announcement from the Manufacturer that the product or material has been discontinued.

3.17.1.2 Manufacturer specifications of the substituted product.

3.17.2 Substitution products to be compatible with all functions of the discontinued products.

3.17.3 Pricing for substitution products to be equivalent or less than the discontinued product.

3.18 Manufacturer Guarantee/Warranty for New and Used Products

3.18.1 Contractor shall include a statement from each Manufacturer from which product is being offered stating:

3.18.1.1 The Manufacturer will stand behind the Contractor if awarded a Contract as a result of this RFP

3.18.1.2 The Manufacturer will stand behind the Offeror if awarded a Contract as a result of this RFP.

3.18.1.3 In the event Offeror is unable to meet the requirements of a resulting Contract, for any reason, the Manufacturer ensures continuity of service by whatever method necessary and acceptable to MCCCCD/College.

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- 3.18.1.4 For new product; the basic panels and related components in workstations Offered to be compatible and available for a minimum of ten (10) years from date of award of this RFP.
 - 3.18.1.5 For new products; Service performed and materials furnished, excluding fabrics, shall be guaranteed against defects in materials and workmanship for ten (10) years from date of purchase, or for the length of Manufacturers' warranty if longer than ten (10) years. Fabrics will be guaranteed for two (2) years from defects (does not include soiling unless all attempts by manufacturer's cleaning recommendations have been exhausted). Offeror shall replace, repair or otherwise correct defects at no cost upon notice by MCCCDCollege. Include specifics in each warranty on whether labor to complete a warranty issue is included or will be charged to MCCCDCollege.
 - 3.18.1.6 For new products; products to be non-obsolete for fifteen (15) years. Product to be stamped or labeled with manufacturing date.
 - 3.18.2 In addition to any implied warranties, Seller warrants that the goods and services furnished will conform to the specifications, purposes and descriptions proposed.
- 3.19 Product Manuals
- 3.19.1 Contractor if requested shall provide two (2) copies of manuals that pertain to products supplied. The manuals shall be indexed, include a table of contents and caption as available from the manufacturer/supplier the following information:
 - A. Manufacturer name and address.
 - B. Product specifications; include C.O.M. finishes, if used.
 - C. All warranties. Include effective dates or period, procedures in the event of failure, and any instances which might affect the validity of warranties.
 - D. Instructions for the care and maintenance of finish materials.
 - E. Operation and maintenance information for services by owner.
 - F. Name, contact person, address and telephone number of local service department.
 - G. Updates of any changes in care and maintenance procedures shall be provided to the MCCCDCollege Purchasing Department as published by the manufacturer.
- 3.20 Manufacture's Name
- In all correspondence manufacture's names must be included where part numbers are stated along with brand/line name.
- 3.21 Quotations & Pricing
- 3.21.1 Quotes to be provided at no charge upon MCCCDCollege's request.

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- 3.21.2 All quotations must show the manufacture's list price, discount percentage, net pricing, freight charges from the manufacture (if applicable), and any delivery charges (if applicable) as separate line items. Pricing may not be bundled. Fabric costs to be included in the price of furniture and may not be billed separately unless if C.O.M.
- 3.21.3 All correspondence in regards to quotations must include manufacture's name along with brand or line name.
- 3.22 Payment Method
- 3.22.1 The primary methods of payment will be via MCCCCD Purchase Orders or Purchasing Cards
- 3.22.2 Contractor may not impose a surcharge on buyer who elects to use any method of payment, including, but not limited to, cash, check, credit card or electronic means, in any transaction.
- 3.23 Approved Manufacturers
Proposers are to submit pricing for only the manufacturers provided in Attachment C. Submittals for manufacturers not on this list shall result in the proposal being rejected.
- 3.24 Item Number Consistency
Item numbers on packing slips, invoices or other correspondence must match item numbers on the purchase orders. Deviations will be considered as contract non-compliance.
- 3.25 Authorized Dealership
Proposers are required to provide proof of authorized dealership to operate in the state of Arizona for each manufacturer they are proposing along with the number of authorized years.
- 3.26 Maintenance
- 3.26.1 Provide complete maintenance services for all products sold.
- 3.26.2 Contractor shall be responsible for any and all costs for damages to MCCCCD's property incurred by the contractor during performance of maintenance services.
- 3.27 Website
State if your company or the manufacturer represented by yourself have or will develop a web site specific to the District's awarded products.
- 3.28 Certificate of Insurance
Contractors will be required to provide certificates of insurance documentation to MCCCCD Purchasing upon notice of award within 14 calendar days naming MCCCCD as coinsured.

Contractors are required to provide MCCCDC Risk Management with current annual certificates of insurance documentation.

3.29 Used and Refurbished Furniture

- 3.29.1 Contractor may provide used or refurbished furniture, and are encouraged to submit product information, images and pricing information for such product.
- 3.29.2 Used and refurbished furniture to be utilized upon request by the district and is not to compete with new furniture installation projects.
- 3.29.3 The Contractor(s) shall provide a single, general point of contact (and a backup) to handle questions or problems that may arise throughout the life of a resultant contract. At least one Customer Service Representative must be available during Contractor's operating hours.
- 3.29.4 All Refurbish Furniture and required components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair.
- 3.29.5 All components shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All components shall be plumb and level and shall have identical range of modularity so that they are interchangeable between workstations.
- 3.29.6 The Contractor must warrant the Refurbish Furniture products and materials offered under this contract for a minimum of five years and the contractor must provide the warranty for the products and materials offered in this solicitation.
 - 3.29.6.1 Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
 - 3.29.6.2 Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

3.30 Refurbishing and Repair Services

Contractor may provide refurbishing and/or furniture repair services. This includes but is not limited:

- Upholstering Services
- Wood Scratch, Dent, & Chip Repair
- Structural Repairs (Desk, Tables, Modular, Chairs, etc.)
- Wood staining
- Color matching
- Drawer Track Slide/Guide Replacement & Repair
- Hardware/Parts Replacement & Repair
- Edge Banding Replacement & Repair

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- Cut-to-Fit or Custom Cut Work Services
- Refinishing Services
- Restoration Services
- Touch Ups

3.31 Relocation/Reconfiguration Services

Contractor may provide relocation and/or reconfiguration services. This includes but is not limited to the following services:

- Breakdown
- Moving
- Storage
- Reinstallation

3.32 Additional Services

Contractor may provide, on a separate page, referencing this Section 3, additional goods and/or services including associated costs that are not addressed herein. MCCCCD shall determine, in their sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit dependent on the needs of MCCCCD.

PROPOSAL REQUIREMENTS

Paragraph 4.1 below requires specific, written responses or confirmations. To be considered for selection, respondents shall meet/provide the following requirements:

4.1 MINIMUM REQUIREMENTS

- 4.1.1 Must be licensed by the State the business is in, if services requested require such licensure.
- 4.1.2 Must provide a pricing as described and be signed by an authorized company signatory.
- 4.1.3 Must have carefully read and understand all parts of the RFP and certified that the Proposal is made in accordance therewith.
- 4.1.4 Must complete the Signature Page (Section 10)
- 4.1.5 Must submit written answers to the Respondent Questionnaire (Section 5). All answers must be in the order in which the questions were asked.

4.2 SPECIFIC REQUIREMENTS

- 4.2.1 The design material and workmanship of offered furniture shall be able to withstand hard, daily usage over an extended period of time with minimum maintenance and repair.
- 4.2.2 All furnishings not intended for student use shall use ANSI/BIFMA minimum standards.
- 4.2.3 All materials shall be new and free of defects that affect appearance, durability or function.
- 4.2.4 Products sold under this contract shall be fire retardant and not produce toxic gases or smoke, if burned. Upholstery, foam and similar furnishings products will meet or exceed the current federal fire-retardant standards.
- 4.2.5 Products sold on this contract shall be composed of non-allergenic substances.
- 4.2.6 All sharp corners and edges on student furniture should be rounded. Where possible and practical, resilient materials shall be used.

4.3 DEVIATIONS FROM RFP

Proposers must specifically provide a separate listing of each circumstance in which their proposal differs from any terms or conditions of this Request for Proposal. Failure to list such a deviation will result in the terms of the proposal being disregarded in favor of the corresponding term(s) of the RFP. Material deviations from the requirements of this RFP shall result in rejection of the proposal.

The term “material deviations” includes both deviations from the MCCCCD contract terms set forth in this RFP **and** additional contract terms that the Proposer requests the MCCCCD to consider. Be aware that the absence of a term on a subject in the RFP, particularly a general contract term and condition, does not mean that the Proposer should feel free to offer one. The MCCCCD considers the General Terms and Conditions of this RFP to be a fair allocation of risk between a contractor and the MCCCCD. It will not accept terms – revised or additional ones - that shift those risks or provide the Proposer with additional

discretion. The Proposer in choosing the respond to this RFP, must demonstrate in its Proposal that it accepts the terms upon which the MCCCCD is conducting the competition.

The Proposer must list in the separate listing specified above all deviations, including any additional terms, in its Proposal so that MCCCCD may consider them in determining the most advantageous offer. Deviations that a winning Proposer submits after it has been selected for award, such as through a vendor standard template contract, will not be considered.

4.4 SIGNATURE

The Contractor shall furnish and include all requested information with their proposal. Statements are required to be complete and accurate, and the proposal shall be signed by an authorized signatory of the company (sworn to and notarized, if requested). A proposal submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

4.5 AWARD CONSIDERATION

From the total information requested, determination shall be made of the Proposer's ability to serve the MCCCCD. Only proposals from responsible organizations or individuals, as determined by the MCCCCD, which have the capability of providing the required services under this RFP, shall be considered. Representatives from the MCCCCD reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented. The MCCCCD reserves the right to negotiate any and all provisions presented in the proposals.

4.6 FORMAT & SUBMITTAL REQUIREMENTS BOUND AND TABBED AS FOLLOWS

- Tab 1: Price Totals Sheet / Itemized Price List
- Tab 2: Signature Page
- Tab 3: Scope of Work
- Tab 4: Respondent Questionnaire
- Tab 5: Attachment A & B
- Tab 6: Warranty (if required)
- Tab 7: Signed Addenda (if any)
- Tab 8: Deviation to Terms and Conditions (if any)
- Tab 9: External Entity Due Diligence Question (if required)

NOTE: Any catalogs or additional promotional material must be submitted separate from formal proposal.

RESPONDENT QUESTIONNAIRE

Provide information to all sections below. Failure to provide required information may cause the proposal to be deemed non-responsive.

5.1 QUALIFICATIONS & PAST EXPERIENCE

- 5.1.1 Give the names, addresses, and telephone numbers of at least three (3) current professional client references that currently have your firm under contract.
- 5.1.2 List all comparable work from within the past 10 years. Identify the timing, type and size of each of these engagements along with the name, location and type of institution and your role.
- 5.1.3 In the past 5 years, has your firm been involved in or currently under formal investigations or informal inquiries from any federal or state or municipal regulatory agency. If so, please disclose the nature of the investigation and/or inquiry and its current status.
- 5.1.4 Identify any other competitive government contracts that your firm provides for institutions in Arizona.

5.2 PERSONNEL

- 5.2.1 Identify key staff (exclusive of support or administrative staff) in the firm who will have primary responsibility for work under this contract. Provide resume or work history of each person.
 - 5.2.1.1 Describe their current responsibilities with the firm.
 - 5.2.1.2 Describe the role each will play if a contract is awarded to the firm.
 - 5.2.1.3 Provide a resume of each individual who would be working on the contract, if awarded, including:
 - a. Their length of service with the firm
 - b. Their education and specific experience in the field and relevant clients that they have served in the last five years.
 - c. Other information that demonstrates specifically that the key personnel assigned to this contract have the skills and experience to successfully perform the duties required under the scope of work.
 - 5.2.1.4 Provide an organizational chart for the firm
- 5.2.2 Provide any additional information that substantiates that the firm has other capacity or staff to perform the scope of duties, above and beyond identified key personnel

5.3 SERVICES AVAILABLE/OPERATIONAL

- 5.3.1 Explain why you feel your company should be awarded the contract. Address in great detail your knowledge, expertise, and experience in providing the services requested in Section 3, Scope of Work, and your understanding & ability to comply with the requirements of this RFP.
- 5.3.2 Provide your standard working hours.
- 5.3.3 Describe the website your company, or the manufacturer represented by yourself, will develop specific to MCCCCD's awarded products.

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- 5.3.4 Describe in detail your service personnel training requirements and parts inventories kept on hand by service personnel.
- 5.3.5 Provide service response times and describe in detail how the college locations are to be serviced on a timely basis.
- 5.3.6 Provide location(s) of the nearest service facility or facilities.
- 5.3.7 Provide projected service response times from time of service call placement to time of on-site arrival of service personnel to the colleges.
- 5.3.8 Describe in detail cancellation, return and restocking policies.
- 5.3.9 Describe in detail your warranty policy. For products under warranty, will both parts and labor be at 100% no cost?
- 5.3.10 What is your price per hour for labor to repair a product with an expired warranty?
- 5.3.11 Provide a sample of your furniture tag. (Section 3.9.18)
- 5.3.12 State how shipping and packaging materials will be disposed, i.e., landfill or company recycling program.
- 5.3.13 List any related additional services that your company provides that are not identified specifically by this RFP.

NOTE: When responding to this section, clearly identify in your proposal response each paragraph number shown above and your response to that paragraph.

EVALUATION CRITERIA

The following is a listing of general and specific criteria used for the evaluation of this RFP. The areas include, but are not limited to:

- 6.1 General quality of responsiveness of proposer:
 - A. Ability to meet all terms and conditions
 - B. Completeness and thoroughness of proposal
 - C. Grasp of scope of work to be performed
 - D. Description of approach to be taken
 - E. Evidence of effective organizational and management practices
 - F. Qualifications of personnel
 - G. Experience and past performance
- 6.2 Specific areas that will be evaluated and scored except as described in STEP THREE below:
 - A. The professional, technical and managerial qualifications and experience of the personnel to be assigned to this account.
 - B. Past experience in providing comparable services to other clients.
 - C. Responses to Minimum and Specific Requirements.
 - D. Respondent Questionnaire responses.
 - E. Pricing.

Proposals will be evaluated in accordance with the following three-step process:

STEP ONE - Verification of each proposer's compliance with the RFP general terms and conditions as listed in Section 1, 2 and 3 of this RFP.

STEP TWO - Verification of each proposer's compliance that all required written responses/confirmations are thoroughly submitted.

STEP THREE – All proposals meeting the criteria as presented in Steps One and Two will be evaluated with a "points-earned compliance matrix". An evaluation committee will evaluate and score the proposals. The proposals will be ranked on a "points-earned" technical, service and financial compliance matrix. The evaluation committee may continue to evaluate proposals after the initial scoring of them by any means that it deems reasonable. If the evaluation committee schedules oral presentations, the presentations may or may not be scored and that scoring may, but is not required to be added to the previous scoring of the proposals. The evaluation committee reserves the right to use additional advisory committees or subject matter experts at any time during this RFP to assist with the evaluation.

PRICING SCHEDULE

The undersigned has read and understands all conditions and terms of RFP 3383-6, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services per the pricing proposal. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

COMPANY: _____ **PHONE:** _____

ADDRESS: _____ **FAX:** _____

CITY, STATE, ZIP: _____

SIGNATURE: _____ **DATE:** _____

NAME (Print): _____ **TITLE:** _____

List each product category for only those manufacturers listed on Attachment C. (see Section 3.22) The "Install / Delivery" category must be expressed as a percentage of the product list price and represents the large installs and projects. The "Minimum Trip Charge" will represent smaller deliveries and set-ups. You must use the format in the "Pricing Proposal" table below, and submit it in a MS Excel (XLS) version. Provide warranty information for all products proposed with this manufacturer, (Section 3.18) including all ANSI/BIFMA Testing information. Specify if pricing proposal is for new or used furniture.

Proposer: _____

Manufacturer: _____

Date of Applicable Price List: _____

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Pricing Proposal

Category	Manufacturer	Dollar Threshold	% Discount Off	Freight Included (Y/N)	Warranty Term (Years)	Minimum Trip Charge
Desking Systems		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
Panel Wrapped Systems		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
Wood Casegoods		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
Laminate Casegoods		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
Ergonomic Seating and Stools		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
Guest Seating		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
Conference Seating		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
Side Chairs and Stools		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
Stack Chairs		\$1 - \$50,000				
		\$50,001 - \$250,000				
		\$250,000 +	Negotiable			
		\$1 - \$50,000				

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High Performance Task Chairs (24/7 seating)	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Bookcases	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Storage Cabinets	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Conference Tables	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Classroom/ Nesting Tables	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Moderate Computer Support Tables	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Ergonomic Work Tools	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Ergonomic Ancillary Products	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Ancillary Items	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Demountable Wall Systems	\$1 - \$50,000				
	\$50,001 - \$250,000				
	\$250,000 +	Negotiable			
Classroom Seating	\$1 - \$50,000				
	\$50,001 - \$250,000				

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	\$250,000 +	Negotiable			
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Labor Rates for Services	Hourly Rate
Design Services (Includes drawings and revisions) (Regular Hours)	\$
Installation Services (Regular Hours)	\$
Installation Services (After Hours)	\$
Disassembly/Relocation/Reconfiguration Services (Reg Hours)	\$
Project Management (Regular Hours)	\$
Project Management (After Hours)	\$
Disassembly/Relocation/Reconfiguration Services (After Hours)	\$
Repair Services (Regular Hours)	\$
Repair Services (After Hours)	\$
Reupholstering Services (Regular Hours)	\$
Reupholstering Services (After Hours)	\$
Refurbishing Services (Regular Hours)	\$
Refurbishing Services (After Hours)	\$
Warehousing Services	\$
Custom Fabricated Furniture Services (Regular Hours)	\$
Custom Fabricated Furniture Services (After Hours)	\$
Minimum Delivery Fee	XXhr Yhr min.

Costs/Fees listed above shall include all overhead and profit. No billing will be accepted that shows any other costs than those listed in the pricing schedule. This includes, but is not limited to, travel, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, surcharges, accounting, fuel charges, office supplies, etc.

You may submit a more detailed pricing schedule in lieu of the above as an attachment to this page, but the signature page (Section 10) must be completed, signed and included with your proposal.

SPECIAL TERMS AND CONDITIONS

****Any deviations to the Special Terms and Conditions MAY be considered in this proposal****

These General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCCD's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCCD and successful Proposer ("Contract"). MCCCCD reserves the right to negotiate with the successful Proposer and modify any of the provisions of the Contract upon mutual written agreement of the parties. The RFP, amendments to it, and MCCCCD's purchase order terms will take precedence over any inconsistent terms in a proposal or other documents. The term "days" as used in this Contract means business days, unless otherwise specified.

8.1 INSURANCE REQUIREMENTS

Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A:VIII or better. At the signing of this Agreement, Contractor shall furnish the MCCCCD with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement.

Certificate of Insurance shall be sent to:

Representative's Name (person who is collecting the certificate)

College or District Office and address

Phone number and email address

The insurance policies, except Worker's Compensation, shall be endorsed to name MCCCCD and its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

The Maricopa County Community College District and its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the contractor.

Contractor and, if applicable, any subcontractors will notify the MCCCCD Risk Manager by certified mail promptly if it receives notice or the expiration, cancellation, suspension, or material change in its insurance coverage, but in no case fewer than 30 days before the action specified in the notice. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCCD will not contribute to it. If any part of the Agreement is subcontracted, these insurance requirements also apply to all subcontractors.

The contracting College or District Office, in consultation with MCCCDC Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action between the College or District Office and MCCCDC Risk Management will not require a formal Contract amendment but may be made by administrative action.

In the event any professional liability insurance required by this Contract is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed. Contractor's work or services and must be evidenced by annual certificates of insurance. Contractor shall notify the MCCCDC Risk Manager by certified mail promptly if it receives notice or the expiration, cancellation, suspension, or material change in its insurance coverage, but in no case fewer than 30 days before the action specified in the notice. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCDC shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Property | \$50,000 |
| • Each Occurrence | \$1,000,000 |

Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Contractor's and, if applicable, the sub-contractor's owned, hired, and non-owned vehicles.

Worker's Compensation insurance with limits statutorily required by any Federal or State law and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

8.2 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

MCCCDC information that is required to be kept confidential will be kept so in perpetuity.

For purposes of this Contract, Confidential Information is defined as any and all MCCCDC information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding MCCCDC employees and students, personal health information (as defined by the Health Insurance Portability and Accountability Act of 1996), and other personally identifiable information identified by applicable law or regulation. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCDC such as institutional financial and performance records.

- 8.2.1 Confidential Information does not include (i) information the receiving party already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Contract, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 8.2.2 If the Contractor potentially has access to MCCCDC Confidential Information under this Contract, Contractor agrees that Confidential Information provided to it, or to which it may have access, during the provision of service, will be used only and exclusively to support the service and service execution and not for any other purpose. Such use will not include examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). Contractor may use aggregate statistics on service usage to enhance or optimize the functionality of the service provided under the contract.
- 8.2.3 Contractor will limit access to Confidential Information to its employees with a need to know the Confidential Information to carry out the activities under this Contract and will instruct those employees to keep the information confidential. It is understood, however, that Contractor may disclose the MCCCDC Confidential Information on a need-to-know basis to its subcontractors who are performing services, provided those subcontractors have executed confidentiality agreements and have agreed to materially the same or greater security obligations as Contractor provides with respect to MCCCDC Confidential Information hereunder, and further provided that Contractor shall remain legally and financially liable for any unauthorized disclosure of the MCCCDC Confidential Information by those subcontractors.

If a Contractor staff person or Contractor subcontractor potentially will have access to MCCCDC's network, facilities, data, Confidential Information, and/or Sensitive Information,¹ they may not perform

¹ Sensitive Information is information that is so deemed under applicable law. Personally identifiable information, personally identifiable education records, individually identifiable health information, personally identifiable financial information and payment card information are examples of Sensitive Information covered under the Arizona Revised Statutes (ARS), Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm-

any work involving such access until they have received MCCCCD's privacy and security training, and/or accepted and agreed to adhere to MCCCCD's privacy and security policies and procedures.² If exigent circumstances are presented, all or part of this requirement may be waived in writing by MCCCCD's Chief Privacy Officer or General Counsel.

- 8.2.4 As specified in Paragraph 3.8 addressing the Family Educational Rights and Privacy Act, Contractor understands that it may have access to student educational records, under this Contract. MCCCCD designates Contractor and its employees and/or agents as an organization conducting certain studies for or on behalf of MCCCCD for purposes of the Family Educational Rights and Privacy Act of 1974. Contractor shall safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCCD and Contractor to release the information according to the authorization.
- 8.2.5 At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.
- 8.2.5.1 These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed MCCCCD's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate MCCCCD representative with copies of those policies and plans upon request.
- 8.2.5.2 Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to MCCCCD. Contractor will supply the appropriate MCCCCD representative with copies of those policies upon request.
- 8.2.6 Contractor will inform MCCCCD's Chief Privacy Officer and the Office of General Counsel by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its contractors/agents has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCCD may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCCD internal and/or external legal counsel will

Leach-Bliley Act (GLBA aka Financial Services Modernization Act of 1999) and Payment Card Industry Data Security Standard (PCI DSS), respectively.

² See, e.g., **MCCCCD Statement on Privacy** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.22-statement-on-privacy>; **MCCCCD Written Information Security Program** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.23-written-information-security-program>; and **MCCCCD Information Security Incident Response Plan** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.24-information-security-incident-response-plan>.

- determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will keep the MCCCDC Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available, and will communicate such information in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of Customer and Contractor,
- 8.2.7 Contractor agrees to mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Contract by Contractor or its subcontractor.
- 8.2.8 For purposes of this Contract, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If in the event that applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCDC, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.
- 8.2.9 If as result of the Contractor's systems, actions, and/or omissions, if a suspected or actual breach involving personally identifiable information or protected health information occurs, Contractor will obtain a mutually agreed upon vendor to provide at no cost to client forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold MCCCDC, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) of any kind relating to the disclosure of personally identifiable information caused by the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Amendment. Contractor will indemnify, defend and hold MCCCDC harmless from claims of any kind relating to the disclosure of MCCCDC Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its agents, employees, or any tier of Contractor's subcontractors.
- 8.2.10 To the extent that Contractor transmits or processes Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.

- 8.2.11 If applicable, during the term of the Contract, Contractor will be required to promptly update and resubmit the MCCCDC External Entity Due Diligence Questionnaire in Attachment to the RFP if it makes any revisions to its practices and policies that materially change its responses to that attachment.
- 8.2.12 If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains MCCCDC Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 8.3 RECORD AND DATA RETENTION, OWNERSHIP, ACCESS AND DECOMMISSIONING
- 8.3.1 As a political subdivision of the State of Arizona, MCCCDC is subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to Arizona Revised Statutes §41-151.12, MCCCDC must retain records according to established retention periods. Records required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, if applicable, the Contractor's hosted system shall have the ability to:
- A. Archive records according to variable time periods/life cycles;
 - B. Search and retrieve records based upon content;
 - C. Place a litigation hold on records to ensure that they are not deleted;
 - D. Grant direct access to MCCCDC for its own search and production of records;
 - E. Preserve meta data;
 - F. Produce electronic records in their native format; and
 - G. Comply with the Americans with Disabilities Act.
- 8.3.2 MCCCDC owns all of the records and data of which Contractor has custody on MCCCDC's behalf. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Contract or, if the Contract is silent, without the express written approval of an authorized MCCCDC representative. Contractor will work with MCCCDC to transfer all of MCCCDC's records and data to MCCCDC on the termination or expiration of this Contract.
- 8.3.3 Contractor agrees to provide MCCCDC access to records and Confidential Information that Contractor holds or uses on behalf of MCCCDC upon written request of MCCCDC with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCDC and will maintain a record of those changes.
- 8.3.4 Contractor agrees to maintain, and provide to MCCCDC if requested, a record of when and to whom Confidential Information is disclosed.

- 8.3.5 MCCCDC agrees to provide Contractor with adequate notice of any further limitations or restrictions on the use of Confidential Information, and modifications to the amendment of records or accounting of disclosures.
- 8.3.6 Confidential Information of the disclosing party will be returned to the disclosing party or securely destroyed promptly upon request of the disclosing party without retaining any copies thereof, with any destruction confirmed in writing by receiving party, with any destruction confirmed in writing by receiving party, except to the extent copies are required by law to remain with Contractor.

8.4 MCCCDC EXTERNAL ENTITY SECURITY AND HOSTING PRACTICES AND STANDARDS

This document identifies the security practices that are required for External Entities performing information technology services for MCCCDC.

I. Definitions

The term "Authorized Visitor" means visitors who are pre-approved by MCCCDC to access the Environments.

The term "Continental United States" refers to all of the United States on the North American continent. The Continental United States includes 49 states, i.e., each of the 50 states exclusive of Hawaii.

The term "External Entity" means the entity that is responsible for performing information technology services for MCCCDC. External Entity is also comprised of various teams and individuals involved in information security at External Entity, including the executive-level oversight committee, corporate information, all lines of business (LoBs) and individual information security managers ("ISMs") who are assigned by each LoB to represent the security leadership of each organization. Additionally, External Entity also includes any Subcontractor or third-party that External Entity deploys for the delivery of Services,

The term "Environment(s)" means MCCCDC's technology environments to which External Entity is granted access in order to provide the services.

The term "Service Location(s)" means External Entity offices from which the Environments may be accessed.

The term "Service(s)" means the information technology service(s) described and set forth under a written contractual agreement between MCCCDC and External Entity.

The term "Subcontractors" means subcontractors retained by External Entity and its subsidiaries that assist in performing the Services.

II. Security Policies

External Entity's corporate security policies must cover the management of security for both its internal operations as well as the Services External Entity provides to its customers, and apply to all External Entity employees, subcontractors and third-parties to External Entity, temporary employees, and individuals and legal persons that are involved in delivering services. These policies, which are aligned with the ISO/IEC

17799:2005 and ISO/IEC 27001:2005 standards, govern all areas of security applicable to the services.

Organizational Security

External Entity policy should describe the roles and responsibilities of various teams and individuals involved in information security at External Entity, including the executive-level oversight committee, corporate information, all lines of business (LoBs) and individual ISMs who are assigned by each LoB to represent the security leadership of each organization.

The policy should also describe the principles for development, executive approval, implementation, and maintenance of all information security policies and practices at External Entity. This over-arching information security policy also describes governing principles such as 'need to know', least privilege, and segregation of duties.

- All individuals and legal persons who are involved in delivering Services are subject to External Entity security policies.

Asset Classification and Control

- External Entity policy should provide guidelines for all External Entity personnel regarding information classification schemes and minimum handling requirements associated with those classifications in an effort to ensure proper protection of External Entity and MCCCD information assets.

External Entity policy should require the implementation of anti-virus and personal firewall software and strongly recommends the use of Software Update Service (SUS) for Windows on desktop and laptop computers.

- External Entity policy should set requirements for use of the external entity corporate network, computer systems, telephony systems, messaging technologies, Internet access, and other company resources.

Human Resource Security

- External Entity should have a code of conduct that sets forth external entity's high standards for ethics and business conduct at every level of the company, and at every location where external entity does business throughout the world.
- The standards apply to employees, independent contractors, and temporary employees and cover the areas of legal and regulatory compliance and business conduct and relationships.
- Compliance-tracked training in ethics and business conduct and confidential information handling is required once every two years.

Physical and Environmental Security

- External Entity should have a policy that states corporate-level mandates for log retention, review, and analysis. Areas covered include minimum log requirements, responsibilities for the configuration and implementation of logging, alert review, problem management, retention, security and protection of logs, as well as compliance review.
- External Entity should have a policy that establishes guidelines for secure erasure of information, from all types of electronic and physical media, where use for current purposes is no longer needed and a decision has to be made regarding recycling or destruction. The policy is intended to protect external entity resources and information from security threats associated with the retrieval and recovery of information on electronic media.

Access Control

- External Entity should have a policy that describes logical access control requirements for all external entity systems, including authentication, authorization, access approval, provisioning, and revocation for employees and any other external entity-defined 'users' with access to external entity systems which are not Internet facing publicly accessible systems.
- External Entity should have a policy that requires protection of information assets by external entity employees, through the use of strong password controls where passwords are being used as a method of authentication.
- External Entity's policy should describe the identity and access management method to define, allocate, adjust or remove an identity. The policy should address the characteristics of an identity, so as to ensure each identity is unique

Business Continuity Management

- External Entity should have a policy that addresses the requirements for the development, maintenance and testing of emergency response, disaster recovery, and business continuity practices to minimize the impact of business disruptive events on external entity's internal business operations globally.
- External Entity has a Business Continuity Plan that addresses MCCCCD's business continuity requirements and this plan is tested at least once (1 time) every contract year

Compliance

- External Entity should have a policy that describes External Entity's treatment of data that resides on External Entity, MCCCCD or third-party systems (including personally identifiable information or "PII") to which External Entity may be provided access in connection with the provision of the Services.
- External Entity must have a policy that requires reporting of and response to information security incidents in a timely and efficient manner. External Entity must also maintain a detailed incident response plan to provide specific guidance for personnel involved in or supporting incident response.
- External Entity must have a policy that provides requirements for External Entity employees to notify identified contacts internally, in the event of suspected unauthorized access to MCCCCD data, PHI, PII and PCI.

III. Physical Security

Physical Security Safeguards: External Entity must maintain the following physical security standards, which are designed to prohibit unauthorized physical access at the Service Location(s).

- Physical access to Service Locations is limited to External Entity employees, Subcontractors and Authorized Visitors.
- External Entity employees, subcontractors and authorized visitors are issued identification cards that must be worn while on the premises.
- Authorized Visitors are required to sign a visitor's register, be escorted and/or observed when they are on the premises, and/or be bound by the terms of a confidentiality agreement with External Entity.
- External Entity security monitors the possession of keys/access cards and the ability to access Service Locations. Staff leaving External Entity's employment must return keys/cards and key/cards and all other access are deactivated upon termination.

- After-hours access to Service Locations is monitored and controlled by External Entity security.
- External Entity security authorizes all repairs and modifications to the physical security barriers or entry controls at Service Locations.

IV. Network Security

External Entity must take the following steps to secure access to the Environments:

- External Entity employs intrusion detection systems within the External Entity network to provide continuous surveillance for intercepting and responding to security events as they are identified. External Entity utilizes a network-based monitoring approach to detect attacks on open firewall ports within External Entity's network. Events are analyzed using signature detection, which is a pattern matching of Environment settings and user activities against a database of known attacks. External Entity updates the signature database as new releases become available for commercial distribution. Alerts are forwarded to External Entity's IT department for review and response to potential threats.
- External Entity uses router rules, access control lists and segmentation on the External Entity network.
- External Entity's IT department manages and monitors all routers and firewall logs. Network devices are safeguarded via centralized authentication; usage is audited.
- When External Entity accesses the Environments residing on MCCC'D's system over the Internet, it uses only (a) encrypted network traffic via industry standard Virtual Private Network (VPN) or equivalent technology, or (b) technology permitted by MCCC'D's network administrator (e.g., direct dial-up or DSL if permitted on MCCC'D's network). Unless otherwise specified in MCCC'D's order, in (a) above, External Entity uses External Entity Continuous Connection Network (OCCN), which utilizes a persistent VPN tunnel and Cisco Software VPN Combination, for internet-based connections to the Environments.
- To the extent specified in MCCC'D's order, External Entity may also use a desktop/laptop client based product when it accesses the Environments residing on MCCC'D's system over the Internet. Examples include: Cisco Software VPN, Nortel Software VPN, Checkpoint Software VPN, Netscreen Software VPN, Point-To-Point Tunneling Protocol (PPTP), Neoteris Secure Sockets Layer (SSL) VPN, Aventail SSL VPN.
- External Entity shall ensure that all systems that contact MCCC'D's network are controlled and managed from a virus protection perspective, to the extent that unmonitored or unwarranted systems (i.e. BYOD without External Entity Device Image) will be prohibited from connecting to MCCC'D's network.

V. Data Management/Protection

Deletion of Environments: Upon termination of services or at MCCC'D's request, External Entity will delete the Environments located on External Entity computers in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on External Entity preventing it from deleting all or part of the Environments. Unless otherwise specified in writing, External Entity will archive Environments on tape for six months following termination of the services. MCCC'D shall be entitled to request a recovery of such backed-up Environments within the six months following termination.

Reporting Security Incidents: If the MCCC'D contract specifies that External Entity is required to access a production Environment to perform the Services and/or to receive production data into a development

or test Environment to perform the Services, External Entity will take the following additional measures:

- External Entity will promptly evaluate and respond to incidents that create suspicions of unauthorized misappropriation of MCCCCD's data. External Entity security will be informed of such incidents and, depending upon the nature of the activity, will define escalation paths and response teams to address the incidents.
- If External Entity determines that data in MCCCCD's Environments has been misappropriated (including by a External Entity employee), External Entity will report such misappropriation to MCCCCD in writing.
- External Entity personnel are instructed in addressing incidents where handling of data has been misappropriated, including prompt and reasonable reporting and escalation procedures.

Disclosure of Data: External Entity will not disclose data located on External Entity systems, including text and images, except in accordance with MCCCCD's contract, MCCCCD's instructions, or to the extent required by law. External Entity will use diligent efforts to inform MCCCCD, to the extent permitted by law, of any request for such disclosure before disclosure is made.

Crisis Management and Escalation Management: External Entity policy will provide a detailed plan to address an identified infection or high-risk security breach (high-risk event). Such policy will include the detailed activities that address escalation of the resolution of the high risk event, up to an executive level crisis management.

VI. Access Control

Account Provisioning and Passwords: External Entity must maintain the following standards for provisioning access to and creating passwords for the Environments that are in the control of External Entity:

- Access is provisioned on a need-to-know basis.
- Passwords conform to the strong password guidelines that include complexity, expiration, duplicity and length. Passwords will not be written down or stored online unencrypted.
- Passwords are treated as External Entity confidential information.
- At MCCCCD's request, External Entity will agree with MCCCCD on a schedule for periodic password changes.
- User IDs and passwords to MCCCCD's systems are not communicated to any other person without MCCCCD's prior authorization.

General Access: In the event of employee terminations, deaths or resignations, External Entity will take immediate actions to terminate network, telephony and physical access for such former employees. External Entity security will periodically review accounts of terminated employees to verify that access has been terminated and that stale

VII. Additional External Entity Practices

Computer Virus Controls: External Entity must maintain the following computer virus controls for computers issued to External Entity employees:

- External Entity maintains a mechanism within the External Entity network that scans all email sent both to and from any External Entity recipient for malicious code and deletes email attachments that are infected with known malicious code prior to delivery.
- External Entity requires all External Entity employee laptops or other devices that can access MCCCCD's network to be loaded with virus protection software. External Entity maintains

mechanisms to ensure that virus definitions are regularly updated, and that updated definitions are published and communicated to employees and other device users. These mechanisms also give employees and other device users the ability to automatically download new definitions and update virus protection software. From time to time, External Entity security will conduct compliance reviews to ensure employees and other device users have the virus software installed and up-to-date virus definitions on all desktops and laptops.

Information Security Managers: External Entity should have ISMs, who function as advocates within External Entity and carry the accountability to:

1. Ensure information security awareness to External Entity employees and management, and
2. Work collectively with that group to help implement and comply with External Entity's corporate security practices, policies and initiatives.

VIII. Human Resources Security

Personnel: All External Entity employees, independent contractors, and temporary employees must be required to abide by the External Entity code of ethics and by MCCCDC rules, when visiting MCCCDC sites. External Entity must place strong emphasis on reducing risks of human error, theft, fraud, and misuse of facilities. External Entity's efforts should include screening personnel, making personnel aware of security policies, and training employees to implement security policies. For example, employees are expected to have a clear understanding of password policies and policies concerning the handling of confidential information (in any form or shape).

Employee Security Requirements

External Entity employees must be required to take various measures to protect the security of the Environments. Employee obligations include written confidentiality agreements and compliance with company policies concerning protection of confidential information (e.g., External Entity code of conduct, acceptable use and information protection policies). Employees also are required to take the following measures to protect MCCCDC's data:

- o Store materials containing data securely and share those materials internally only for the purposes of providing the services.
- o Dispose of paper copies of confidential materials and materials containing data in shredding bins designated for confidential information, and not in non-secure recycling bins or trashcans.

Subcontractors

- External Entity will obtain a written confidentiality agreement from each subcontractor before the subcontractor provides services. In addition, subcontractors that require access to MCCCDC's Environments are required to sign a services provider agreement and a network access agreement. Included in the services provider agreement are the External Entity standards, which require the subcontractor to implement physical, technical and administrative safeguards consistent with External Entity's obligations under MCCCDC's order and this document.
- External Entity is responsible for assuring that its subcontractors access, use, and protect the security of the Environments in a manner consistent with the terms of MCCCDC's order and this document.

Employee Training

- All External Entity employees are required to complete information protection awareness training

upon hiring and at least every two years thereafter. The course instructs employees on their obligations under the various central External Entity privacy and security policies. The course also trains employees on data privacy principles as well as data handling practices that may apply to their jobs at External Entity and are required by company policy, including those related to notice, consent, use, access, integrity, sharing, retention, security and disposal of data.

- External Entity performs periodic compliance reviews to determine if employees have completed the online data privacy awareness-training course. If External Entity determines that an employee has not completed this training, the employee will be promptly notified and instructed to complete such training as soon as practicable, and may be subject to disciplinary action.
- External Entity promotes awareness of, and educates employees about, issues relating to security. External Entity prepares and distributes to its employees notices and other written material on security.

Enforcement

- External Entity must conduct security reviews, assessments, and audits periodically to confirm compliance with External Entity information security policies, procedures and practices. Employees who fail to comply with information security policies, procedures and practices may be subject to disciplinary action, up to and including termination.
- MCCCCD will be entitled to audit External Entity's Security Policies every year, once per year.

VII. Additional External Entity Practices

Computer Virus Controls: External Entity must maintain the following computer virus controls for computers issued to External Entity employees:

- External Entity maintains a mechanism within the External Entity network that scans all email sent both to and from any External Entity recipient for malicious code and deletes email attachments that are infected with known malicious code prior to delivery.
- External Entity requires all External Entity employee laptops and other devices used to connect to the MCCCCD network to be loaded with virus protection software. External Entity maintains mechanisms to ensure that virus definitions are regularly updated on all devices, and that updated definitions are published and distributed to employee devices. From time to time, External Entity Global Information Security will conduct compliance reviews to ensure employees have the virus software installed and up-to-date virus definitions on all desktops and laptops.

GENERAL TERMS AND CONDITIONS

****Any deviations to the General Terms and Conditions will NOT be considered in this proposal****

These General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCCD's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCCD and successful Proposer ("Contract"). MCCCCD reserves the right to negotiate with the successful Proposer and modify any of the provisions of the Contract upon mutual written agreement of the parties. The RFP, amendments to it, and MCCCCD's purchase order terms will take precedence over any inconsistent terms in a proposal or other documents. The term "days" as used in this Contract means business days, unless otherwise specified.

9.1 PARTIES TO AGREEMENT

The Contract shall be between the MCCCCD and the successful Proposer ("Contractor").

9.2 LIABILITY FOR TAXES

The Contractor is responsible for paying all taxes applicable to its operations, business property and income. MCCCCD shall not be liable for any tax imposed either directly or indirectly upon the Contractor, except that MCCCCD will pay as part of the Contract price any transaction privilege or use tax assessed on Contractor's provision of the services or materials under the Contract.

9.3 FORCE MAJEURE

If the performance of a party under this Contract is interrupted or suspended due to riots, war, public emergencies or calamities, fires, earthquakes, Acts of God, government restrictions, labor disturbances or strikes, or other condition beyond any control of that party ("Force Majeure"), performance by that party will be suspended for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must promptly deliver notice to the other party identifying the Force Majeure and use its best efforts to perform to the extent that it is able. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Contract by providing written notice to the other party. Alternatively, the parties may agree to extend the term of the Contract for a period of time equal to the time equal to the Force Majeure.

9.4 CONTRACT ASSIGNMENT

Contractor may not, in part or in whole, subcontract (except as otherwise specified in Contractor's proposal to the RFP), delegate or assign this Contract without the prior written permission of a representative of MCCCCD authorized to sign contracts.

9.5 NO WAIVER

MCCCD's failure to notify the Contractor or to object to the Contractor's non-compliance with the terms of the Contract shall not be deemed a waiver of MCCCD's right to demand compliance with the Contract or to terminate the Contract for breach for the Contractor's subsequent non-compliance with any term of the Contract, or its repeated failure to perform according to the Contract.

9.6 FINANCIAL TRANSACTIONS

If the Contractor is responsible for handling any type of financial transaction for MCCCD, the Contractor shall demonstrate annually, as applicable, that it complies with the Statement on Standards for Attestation Engagements (SSAE) No. 16, known as SSAE 16, established by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA). The Contractor shall provide its annual report, as applicable, on a reporting form or forms adopted as part of SSAE No. 16 no later than 30 days after MCCCD requests it in writing.

9.7 CONTRACT EXTENSION

Should the RFP provide options for extending the Contract beyond its initial term, MCCCD reserves the right to exercise those options without prior written notice and by the issuance of a purchase order or Procurement card to the Contractor. If the Contractor does not wish to renew the Contract, it must submit a written notice of its desire to cancel, which must be received by MCCCD's Purchasing Department no later than ninety (90) days prior to the end of the current term.

Notwithstanding that the Contractor has sent a notice of intent not to renew, MCCCD reserves the right to unilaterally extend the Contract for a period of sixty (60) days beyond the final option term of the contract should it be determined it is in the best interests of MCCCD to do so.

9.8 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

If Contractor has access to students' educational records, Contractor shall safeguard those records and limit its employees' and/or agents' access to the records to those persons for whom access is essential to the performance of this Contract. Contractor is prohibited from disclosing those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCD and Contractor to release the information according to the authorization. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any subcontractors involved in the Contract work also comply.

Section Nine: GENERAL TERMS AND CONDITIONS

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1. MCCCDCD acknowledges that certain information about MCCCDCD's students is contained in records it maintains and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 USC 1232g) and related Institution policies unless valid consent is obtained from MCCCDCD's students or their legal guardians, where applicable. Both parties agree to protect these records in accordance with FERPA and Institution policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The MCCCDCD shall advise Contractor whenever any MCCCDCD's students have requested a privacy block, prohibiting release of FERPA protected information.
2. Contractor agrees that it may create, receive from or on behalf of MCCCDCD, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g (collectively, the "FERPA Records"). Contractor represents, warrants, and agrees that it will:
 - a. hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as
 - i. permitted or required by this Agreement,
 - ii. required by law, or
 - iii. otherwise authorized by Institution in writing;
 - b. safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and
 - c. continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement.
3. At the request of MCCCDCD, Contractor agrees to provide MCCCDCD with a written summary of the procedures Contractor uses to safeguard the FERPA Records.
4. For purposes of this Agreement, both Parties shall designate each other as a school official with a legitimate educational interest in the educational records of participating students to the extent that access to School's records is required to carry out the terms of this Agreement.

9.9 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless MCCCDCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Contract, or from the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Contract. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of indemnification in this paragraph.

9.10 PERMITS

The Contractor shall be responsible for filing for, obtaining and paying for all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws.

9.11 PROVISION OF SUPPLIES, MATERIALS AND LABOR

The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the services or materials it supplies under this Contract, or in subsequent extensions or amendments.

9.12 CONFLICT OF INTEREST

Notice is given of Arizona Revised Statutes §38-511 under which MCCCCD may cancel a contract without recourse for any conflict of interest described in that law.

See: <http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/38/00511.htm&Title=38&DocType=ARS>

9.13 SAFEKEEPING OF RECORDS

Contractor shall keep in a safe place all financial and performance records and statements pertaining to this Contract for a period of three (3) years from the close of each term of the Contract.

9.14 AUDITS

Contractor shall make available during normal business hours and with advance notice from MCCCCD all records pertaining to the Contract for purposes of audit by MCCCCD staff or other public agencies having jurisdiction over or audit rights involving the expenditure of MCCCCD funds.

9.15 UNAUTHORIZED COSTS OR COSTS OUTSIDE SCOPE OF AGREEMENT; TRAVEL

Costs or expenses of the Contractor relating to its performance of this Contract that are not included in the Contract price or are not authorized by the Contract are the sole responsibility of the Contractor and not of or reimbursable by MCCCCD. If the Contract specifies that MCCCCD will reimburse the Contractor a specific cost, Contractor may not charge MCCCCD that cost without MCCCCD approving a prior estimate of it. Additionally, MCCCCD reimburses travel and related expenses only at the rate that it reimburses its employees.

9.16 NON-DISCRIMINATION

Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, age, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability. MCCCCD also prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), disability, veteran status or genetic information.

1. Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, color, and national origin (Title VI) and race, religion, color, or national origin, and gender (Title VII); and further agrees to abide by Executive Order No. 11246, as amended; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities.
2. Contractor agrees that while interacting with Maricopa County Community College District employees and students, it will comply with Title IX of the Education Amendments of 1972 (20 USC 1681), which prohibits discrimination on the basis of sex in any federally funded education program or activity. Contractor must include this provision in every subcontract or purchase order relating to purchases by MCCCCD to insure that the subcontractors and vendors are bound by this provision.
3. Contractor additionally agrees that it will cooperate with any investigation by MCCCCD of a claimed violation of the above, to abide by any interim measures imposed during the course of an investigation and/or final measures imposed as a result of an investigation, and that its contract may be terminated without further recourse in the event of a finding of a violation by Contractor or its employees, subcontractors and related parties.

9.17 COMPLIANCE WITH IMMIGRATION LAWS; LEGAL WORKER'S ACT

The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments) and shall indemnify, hold harmless, and defend MCCCCD from any and all costs or expenses whatsoever arising out of Contractor's noncompliance. To the extent applicable to this Contract under Arizona Revised Statutes § 41-4401, Contractor warrants on behalf of itself and its subcontractors that it verifies the employment eligibility through the e-verify program of any employee it hires and complies with federal immigration laws and regulations relating to their employees. The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments to it) and shall indemnify, hold harmless, and defend MCCCCD from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance with that law. Additionally, Contractor agrees to abide by all applicable laws that apply to it and this Contract, including executive orders of the Governor of the State of Arizona.

9.18 CONTRACT TERMINATION

MCCCD may terminate this Contract for convenience by giving Contractor 15 days' written notice of termination. MCCCD may terminate this Contract for the failure of the Contractor to perform according to the Contract by giving the Contractor 10 days' written notice of the failure to comply. MCCCD may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

9.19 BREACH CURE; REPLACEMENT

The Contractor shall perform all requirements of the Contract in a manner consistent with the highest industry or professional standards. If MCCCD provides the Contractor with a 10-day written notice, Contractor must take immediate action to correct the deficiency identified in the notice. Contractor's failure to cure the deficiency within 10 days of receipt of the written notice will result in termination of the Contract. If, in MCCCD's sole discretion, the Contractor diligently pursues correction of the default and correction cannot be completed in 10 days, MCCCD may extend the time for curing the default by providing the Contractor with written notice of the extension before the end of the 10-day period. MCCCD is entitled to exercise all of its remedies under applicable law and in equity relating to Contractor's breach.

9.20 INTERPRETATION

The parties intend this Contract to express their complete and final agreement.

9.21 RISK

The Contractor assumes all risks due to any unfavorable conditions within its indirect or direct control except Force Majeure. Additionally, the Contractor assumes all risk for difficulties in the nature of the project or the work that the Contractor knew or should have known before entering submitting its proposal on which this Contract is based, under a scope of work issued under this Contract, or, if applicable, at the time of individual purchases under this Contract..

9.22 WORK TO BE PERFORMED BY OTHERS

MCCCD reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.

9.23 PURCHASES OF OTHER PUBLIC ENTITIES

MCCCD has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCD is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements and with the concurrence of the Contractor, other public entities that are members of these associations or any entity within MCCCD may purchase services or materials, as applicable, off of this Contract unless Contractor explicitly specified in its proposal that it did not want to make the Contract available other than to MCCCD. This provision applies only to contracts that are for the provision of services or supplies on an “as-needed” basis throughout the contract term, and not to contracts for specific projects or one-time purchase where the contract expires on the completion of the project or the purchase.

9.24 PAYMENT

MCCCD will pay for services or materials under the Contract after the Contractor has supplied them and only after the Contractor submits a detailed invoice referencing a purchase order or Procurement card, itemizing the services/deliverables or materials provided and specifying the dates that they were provided. MCCCD may request supporting documentation for an invoice. Where the Contractor is to provide services or materials over a period of time, such as for a project, MCCCD may agree to pay progress payments. If approved, progress payments will be paid in arrears and require that the Contractor submit the detailed invoice specified in this clause. MCCCD reserves the right to dispute an invoice or make partial payment based on the Contractor’s failure to perform the Contractor’s work according to the Contract, including for lack of timeliness or failure to provide deliverables. CONTRACTOR MAY NOT BEGIN WORK UNDER THE CONTRACT NOR WILL ANY PAYMENT BE MADE WITHOUT THE CONTRACTOR RECEIVING A SIGNED PURCHASE ORDER OR PROCUREMENT CARD FROM THE MCCCD PURCHASING DEPARTMENT.

9.25 BILLING

If MCCCD permits the Contractor to receive progress payments, Contractor may only invoice in increments of 30 days or more. The monthly billings should be submitted to the “BILL TO” address or “E MAIL” address shown on the purchase order.

9.26 ADVERTISING AND PROMOTION

The name or logos of the MCCCD or those of any of the colleges, skill centers, or programs under MCCCD’s jurisdiction shall not be used by Contractor except as may be required to perform this Contract and only as approved under MCCCD’s “Use of MCCCD Marks” regulation at:

http://www.maricopa.edu/publicstewardship/governance/adminregs/auxiliary/4_19.php

9.27 UNAVAILABILITY OF FUNDS

MCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the specific program that is the subject of this Contract. MCCCD shall give Contractor prompt written notice after it knows that funding will not be available.

9.28 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to waive MCCCD's sovereign immunity under the laws of the State of Arizona.

9.29 APPLICABLE LAW

The laws of the State of Arizona apply to every aspect of this Contract.

9.30 PROPERTY RIGHTS

Except for pre-existing works of the Contractor or works of third parties for which Contractor has the permission to supply to MCCCD under this Contract, MCCCD shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature ("Works") to be developed and delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title, and interest to MCCCD.

9.31 DOCUMENTATION OF ANALYSES TO SUPPORT FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

To the extent that the work under the Contract requires the Contractor to make findings, conclusions or recommendations to MCCCD, the Contractor shall retain during performance and provide to MCCCD detailed analyses relating to each of its findings, conclusions or recommendations, whether or not the analyses support or are inconsistent with the findings, conclusions or recommendations,. Unless specified in the subsequent Parts of this RFP, Contractor shall provide that documentation separately but at the same time that it presents its findings, conclusions and recommendations. MCCCD reserves the right to withhold or deduct payments otherwise due to Contractor if it fails to provide the detailed analyses. In some instances, Contractor may be directed to prepare its findings, conclusions and recommendations under the direction of the Office of the General Counsel. In those instances, Contractor will submit its findings, conclusions and recommendations in a manner that maximizes the extent to which attorney-client privilege and work product protections apply to such deliverables.

9.32 NOTICES

Notices to MCCCDC under this Contract shall be made in writing, and sent via certified mail, return receipt requested, or any other commercially reasonable method by which MCCCDC is required by the deliverer to acknowledge receipt to: Purchasing Manager, Maricopa Community Colleges, 2411 West 14th Street, Tempe, Arizona 85281-6942.

9.33 REVISIONS TO THE CONTRACT WORK OR PRICE

Contractor is on notice that the only MCCCDC representatives who may authorize revisions to the Contract are employees at MCCCDC's District Office who are authorized to sign contracts. Revisions include deletions of or additions to the work, alterations of performance time, or changes in pricing. Any revision must be reflected in a written amendment to the Contract that is signed by a representative of MCCCDC authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Contractor or an MCCCDC employee, must provide the authorized MCCCDC representative with documentation to support the requested change. It is the Contractor's responsibility to ensure that revisions of the Contract have been appropriately authorized before proceeding with the revised work.

For contracts renewing annually, excluding those for which Proposers are required to provide future year pricing in their Proposals, MCCCDC may review a fully documented request for a price increase only after the Contract has been in effect for one (1) full year. Unless the Contractor's scope of work has increased at MCCCDC's authorization, a price increase adjustment will only be considered at the time of a Contract extension and shall be a factor in the extension review process. The requested increase must be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the particular product or service. MCCCDC will determine whether the requested price increase or an alternate option is in its best interest.

9.34 GIFTS, GRATUITIES, UNRELATED COMPENSATION AND CONFLICTS OF INTEREST

In the interest of public stewardship, MCCCDC holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCDC employee or officer from participating in any way in any MCCCDC decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCDC decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCDC employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCDC. MCCCDC also has adopted a regulation that prohibits any employee from accepting any cash, currency, item with a value of more than \$50 (from a single source in a fiscal year), meal, beverage or cost of entertainment if it could be interpreted as an enticement to receive MCCCDC business (whether or not paid for by a vendor or by a vendor's personal funds) or if there is an expectation of future financial benefit to the vendor. In keeping with these policies, Contractor certifies that neither it nor, if applicable, its subcontractors, suppliers, or distributors, has offered anything of value, and will not offer

anything of value so long as it does business with MCCCCD, to an MCCCCD employee or officer responsible for MCCCCD decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

9.35 DISABILITY GUIDELINES

If applicable to the work of the Contractor under this Contract, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Contract comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Contract.

SIGNATURE PAGE

Pursuant to Arizona Revised Statutes 35-391.06 & 35.393.06, proposer certifies that it does not have a scrutinized business operation in either Sudan or Iran.

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL _____

Is your firm a:

() Corporation* () Partnership () Individual () Joint Venture

▪ If a corporation, answer the following:

a) Where incorporated: _____

b) Date incorporated: _____

c) Have your Articles ever been suspended or revoked? () Yes () No

If yes, when, for what reason, and when were they reinstated:

▪ Has your firm or its parent or subsidiaries ever been debarred or suspended from providing any goods or services to the Federal Government or other public entities?

If yes, when, for what reason, and when were they reinstated:

ATTACHMENT A**BIDDER'S STATEMENT**

Interested Bidders are asked to review and provide, as completely and accurately as possible, a written response on each applicable section below:

TYPE OF BUSINESS ORGANIZATION

Please check the appropriate box(es).

The Bidder represents that it operates as:

A CORPORATION incorporated under the laws of

the State of _____

An INDIVIDUAL

A PARTNERSHIP

A NON-PROFIT ORGANIZATION

A JOINT VENTURE

Federal Employer Identification Number: _____

PARENT COMPANY and IDENTIFYING DATA

A "parent" company, for the purposes of this provision, is one that owns or controls the activities and basic business policies of the Bidder. To own the Bidding company means that the "parent" company must own more than 50 percent of the voting rights in that company. A company may control a Bidder as a "parent" even though not meeting the requirements for such ownership if the "parent" company is able to formulate, determine or veto basic policy decisions of the Bidder through the use of dominant minority voting rights, use of proxy voting or otherwise.

The Bidder:

IS IS NOT owned or controlled by a "parent" company.

If the Bidder IS owned or controlled by a "parent" company, Bidder shall provide the name, address, phone and fax numbers, and Federal I.D. No. of the company.

ATTACHMENT A
BIDDER'S STATEMENT (continued)
BIDDER REFERENCES
Private Business Contracts

MCCCD requires a minimum of three (3) current and local references for which you are providing same or similar products and services specified herein. Please indicate below the businesses for which you have provided such during the past two (2) years:

1	Company Name:	_____
	Address:	_____
	Phone #:	_____ Fax #: _____
	Contact Person:	_____
	Contract Period: From:	_____ To: _____
	Describe Services:	_____
2	Company Name:	_____
	Address:	_____
	Phone #:	_____ Fax #: _____
	Contact Person:	_____
	Contract Period: From:	_____ To: _____
	Describe Services:	_____
3	Company Name:	_____
	Address:	_____
	Phone #:	_____ Fax #: _____
	Contact Person:	_____
	Contract Period: From:	_____ To: _____
	Describe Services:	_____

ATTACHMENT A
BIDDER REFERENCES (continued)
Federal, State or Other Political Subdivision Contracts

MCCCD is also interested in speaking with public agencies or educational institutions for whom you have provided such products and services covered herein:

- 1 Company Name: _____
 Address: _____
 Phone #: _____ Fax #: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

- 2 Company Name: _____
 Address: _____
 Phone #: _____ Fax #: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

- 3 Company Name: _____
 Address: _____
 Phone #: _____ Fax #: _____
 Contact Person: _____
 Contract Period: From: _____ To: _____
 Describe Services: _____

ATTACHMENT A
BIDDER'S STATEMENT (continued)
ADDITIONAL BUSINESS INFORMATION
Standard Business Hours

- 1 Days of week available for services: _____
- 2 Business hours of operation: _____
- 3 On-call/Emergency service hours: _____
- Phone Number(s): _____
- Web Address: _____
- FAX Number: _____

General Information

- 4 Business License Number: _____
- 5 Number of years in business under current name: _____
- 6 Number of offices in the State of Arizona: _____
- 7 Business Classification (check applicable category)
- Minority Owned Business (MBE) _____
- Woman Owned Business (WBE) _____

Does your firm hold this certification from any other agencies or companies?

No: ___ Yes: ___ With Whom? _____

- 8 Name and address of office assigned to handle the MCCCCD account:

- 9 Account Manager Information:
 - Name: _____
 - Office Phone: _____
 - Cell: _____

- 10 Contractors License Number(s): TYPE _____ NUMBER _____

- 11 Do you ever sub-contract any of your services? NO _____
YES _____

If YES, which services?: _____

ATTACH ADDITIONAL SHEETS IF NECESSARY TO FURTHER DESCRIBE THE EXPERIENCE AND QUALIFICATIONS OF YOUR FIRM FOR PROVIDING THE PRODUCTS/SERVICES UNDER THE CONTRACT.

ATTACHMENT B

Privacy/Information Security Inquiry

1. Will your product, service or solution involve the processing, review, maintenance, retention, or use of MCCCCD Confidential Information by you or any other outside party?
2. Will the product, service, or solution involve hosting by you, or any outside party, (i.e. off-site storage or cloud-based hosting by one or more non-MCCCCD parties) of MCCCCD Confidential Information?
3. Will you, or any outside party, need access to servers, systems, networks or have access to other manners of storing or displaying MCCCCD Confidential Information (i.e. paper files and documentation, electronic spreadsheets etc.)?
4. Specify any data elements that will be shared with or accessed by any external (non-MCCCCD) party for this contract.

NOTE: When responding to this section, clearly identify in your proposal response each paragraph number shown above and your response to that paragraph.

ATTACHMENT C

APPROVED MANUFACTURERS FOR NEW FURNITURE

Advance Tabco	Fulbright	National Pub
AIS Systems	Global Furniture Group	Nienkamper
Aurora Shelving	Goelst	Nevins
Allsteel	Gordon International	Nova Solutions
American Seating	Grosfillex	NuCraft
AMQ Solutions	Gunlocke	Penco
Arcadia	Hamilton Caseworks	Peter Pepper Products
Arper	HAT Contract	Pleion
ArtcoBell	Hausmann	Plymold
Baker Manufacutring. Co.	Haworth	PS Furniture
Berco	Herman Miller Inc.	Riviera
Bernhardt	HON	Safco
Biofit	HPFI	Sit On It
Borgo	Humanscale	Sitmatic
Bretford	Indiana Furniture	Smith System
Brodart	Integra	Source International
Buckstaff	Irwin Seating	Space Saver
Busch Systems	IOPC – Modular Millwork	Spec
Buzz Seating	ISE Ergo – Workrite Ergo?	SpecialT Furniture
Cabot Wrenn	JRB Studio	Spectrum
Carolina Business Furniture	JSI Furniture	St Timothy Chair
Cartwright	KI Furniture	Steelcase
Carvart	Kimball	Stylex
Claridge	Knap & Vogt Manufacturing	Symmetry Office
Clarus	Knoll	Teknion
Datum	KRON	UniSource Parts
Dauphin	Krug Mfg.	Varidesk
Davis	Landscape Forms	Versteel
Desk Makers	LA-Z Boy Contract Furniture	VIA Inc.
Dirtt Environmental Solution	Lesro	Victor Stanley
Egan Visual	Light Corporation	Virco
Corona Group	Lyon LLC	Wabash Valley
Encore	Magnuson	Webcoat
ERG International	Martin Brattrud	Wenger Corporation
ESI Ergonomic Solutions	Mayline	West Coast Industries
Estey	Metro	Woodard Inc.
Eurotech	Midwest	Wright Line
Evolve Systems Group	Mity-Lite	Zoom Inc.
Falcon Products USA	MJ Industries	
Fleetwood	Montel	
Forms & Surfaces	MooreCo Inc	
Friant	National	