



## **MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

REQUEST FOR PROPOSAL #3439-10

**Security Guard Services**

Proposal Due Date

June 27, 2019 (3:00 PM local time)

# MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP # 3439-10

Security Guard Services

## SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	May 28, 2019
Questions Due	June 11, 2019
Proposals Due	June 27, 2019
Proposed Contract Award	July, 2019

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**ACKNOWLEDGMENT OF RECEIPT**  
**RFP # 3439-10**  
Security Guard Services

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 [keith.killourie@domail.maricopa.edu](mailto:keith.killourie@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

The Maricopa County Community College District (MCCCD) intends to engage the services of one security firm to provide security guard services to various MCCCD locations. MCCCD is now accepting proposals for the services and requirements stated in this RFP.

### 1.2 MCCCD DISTRICT MAKE-UP

MCCCD 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 (MCCCD or District). The MCCCD 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. MCCCD employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff.

### 1.3 HISTORY

MCCCD ranks as one of the nation's largest systems of its kind and is the largest single provider of higher education in Arizona. MCCCD 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 MCCCD system. MCCCD'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 MCCCD. Five members are elected from geographical districts within Maricopa County, while two are elected on a countywide basis. The chief executive officer of MCCCD is the Chancellor; and a president heads each of the colleges. MCCCD 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 MCCCD's operations. In addition to the loss of all funding from the State, MCCCD 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 MCCCDC 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 MCCCDC 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 MCCCDC 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, MCCCDC 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 MCCCDC in achieving our goals. A copy of these commitments can be found using the link below:

<https://asa.maricopa.edu/sites/default/files/StrategicPlan20172020.pdf>

#### 1.6 VALUE ADDED OFFERINGS:

MCCCDC 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 MCCCDC 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 MCCCDC 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

The purpose of this Request for Proposal is to obtain proposals from qualified firms who can provide and perform security guard services for various locations of MCCCCD as required.

### 2.2 PROPOSAL QUESTIONS

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

Keith Killourie, Senior Procurement Analyst  
(480) 731-8518 FAX (480) 731-8190  
E-Mail: [keith.killourie@domail.maricopa.edu](mailto:keith.killourie@domail.maricopa.edu)

Questions must be sent by mail or e-mail. Questions will only be accepted until June 11, 2019. 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 June 13, 2019.

### 2.3 PROPOSAL SUBMISSION

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

**The Proposal packet must contain one (1) printed original, five (5) printed copies of the proposal and one (1) copy in PDF Format on a USB flash drive. The original must be clearly marked "Original" and the Proposal submission must be delivered Sealed.**

**The Proposals must be addressed to and received at the Main Reception Desk of MCCCCD, address 2411 West 14th Street, Tempe, AZ, 85281, no later than 3:00 P.M. (local time), June 27, 2019. Proposals received after this time and date shall not be considered and will be returned unopened. When delivering your bid/proposal please allow for sufficient time to check in through the Security Desk.**

The following information must be clearly visible on the outer most Proposal Packaging:

Request for Proposal # 3439-10, Security Guard Services  
Proposal Closing Date: June 27, 2019 Time: 3:00 p.m. (Local Time)

NOTE: If you are hand carrying or having a proposal package hand delivered, you or the delivery agent should allow sufficient time to arrive, park, and go through security prior to dropping off your proposal package. This applies to any other method of delivery (FedEx, UPS, USPS, etc.) as well. Late proposals will not be accepted or considered for award. Regardless of the method of delivery, it is your responsibility to insure 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. No proposal shall exceed fifty (50) typewritten pages in length plus any pricing schedule(s), exhibits, resumes, proposed draft revenue sharing agreement, or attachments.

## 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 MCCCCD. The MCCCCD will schedule the time and location for any presentations as requested. Oral presentations will be evaluated.

## 2.11 AWARD WITHOUT DISCUSSION

The MCCCCD 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. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 4 one-year option periods for a total contract period not to exceed five years. 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 MCCCCD 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 MCCCCD 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](http://www.maricopa.edu/purchasing).

## 2.14 NON-COLLUSION

The MCCCCD 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 MCCCCD'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 MCCCCD from obtaining the most advantageous proposal.

## SCOPE OF WORK

### 3.1 SECURITY GUARD REQUIREMENTS:

- 3.1.1 Guards must be state certified, bonded, and trained. Proof of certification (AZ DPS Guard Card), education, emergency first aid (including CPR/First Aid & AED training) and security training pertaining to all security guard candidates shall be furnished to the MCCCDCD Police Contract Liaison prior to assignment.
- 3.1.1.1 Level I Guards must have a minimum of twenty four (24) month's previous security experience and security training consisting of human relations, emergency first aid, patrol techniques, and fire protection & control. Guards shall understand Arizona State regulations governing private security guards, and understand the legal limitations of detention (arrest), search and seizure, reasonable use of force as well as parallel matters of jurisdictions and responsibility vested in the individual officer.
- 3.1.1.2 Level II Guards must meet the Level I minimum standards and meet 1 or more of the following requirements: prior experience in law enforcement, corrections, or combat military service and/or a degree in criminal justice or administration of justice studies. 2 years of prior security experience is preferred but not mandatory for Level II Guards due to the other required experience/education.
- 3.1.1.3 Guards must complete a minimum of 3 hours of training provided by MCCCDCD Police personnel or their designee prior to being assigned to the MCCCDCD contract. Training topics will include topics specific to the MCCCDCD Police Department and MCCCDCD campuses in general. This 3-hour training is to be paid for by the contractor and shall not be billed to MCCCDCD. This training must only be completed once while assigned to the MCCCDCD contract.
- 3.1.1.4 Guards that work at more than one (1) campus must complete 1 hour of familiarization training conducted by MCCCDCD Police personnel or their designee. This training is in addition to the 3-hour required training mentioned in 3.1.1.3 and must be completed for each new college the guard is assigned to. This training is to be paid for by the contractor and shall not be billed to MCCCDCD.
- 3.1.1.5 The training listed in 3.1.1.3 and 3.1.1.4 must be completed prior to any assignment or temporary coverage on the MCCCDCD contract. These training hours are at the contractor's expense and should not be billed to MCCCDCD.
- 3.1.2 All guards must be neat and clean in attire and in person. All security guards must be properly uniformed at all times while on duty. The uniform must include proper shirt and pants, appropriate shoes, nametags, jacket when appropriate and a cellular phone to be able to

contact MCCCDCD personnel, the authorities, and/or their company security operations (to be provided by security company).

- 3.1.2.1 Good personal hygiene and grooming is expected. Hair must be clean, neat and worn in a professional, business-like style in a naturally occurring color or shade. Female hair styles should not pose a danger or hinder the performance of public safety duties. Male hair styles shall be kept neat and off the collar. Beards, goatees and other facial hair is acceptable as long as it is neatly trimmed and professional in nature. "CHOP" style sideburns or sideburns only that extend below the ear are not authorized. Jewelry should not be worn except for the following: wedding ring, wristwatch, no more than two (2) sets of ear rings in each earlobe; small loops or posts only. Body piercing or gauged ears should not be visible at any time. Tattoos that are degrading or considered vulgar shall not be visible at any time in compliance with MCCCDCD Police General Orders.
- 3.1.2.2 The uniform for the MCCCDCD contract shall be the following: Black BDU style pants, a blue polo style collared short sleeved shirt with "SECURITY" screen printed across the back shoulder area (size required by AZ DPS standards). The shirt should have an embroidered or screen printed badge representing the contractor over the left chest (AZ DPS compliant) or may simply state "SECURITY" over the left chest (if AZ DPS compliant). The sleeves may either have the contractor's shoulder patches, may be blank, or may state "SECURITY" as long as it is AZ DPS compliant. Shoes should be solid black in color if tennis shoes or may be a leather or leather type boot capable of being polished. A black nylon or leather style belt of 1 ¾ or 2 inches should be worn. Personnel working non-daylight hours should be equipped with a patrol/duty grade functioning flashlight. This uniform is to be provided by the contractor.
- 3.1.2.3 Contractor shall conduct random site inspections of guards assigned to the MCCCDCD contract that are working between the hours of 2300-0500 hours twice a month. Security personnel should not be made aware of the pending inspection. The inspection should be completed on the MCCCDCD Contract Security Inspection form and should be routed to the MCCCDCD Police contract Liaison within 72 hours of completion.
- 3.1.3 Guards are not permitted to carry weapons of any kind on their person. Weapons should be stored in their vehicle and kept out of sight.
- 3.1.4 Guards will not be rotated from assigned locations as a matter of routine scheduling. This is necessary to promote familiarity with campus/district personnel and procedures. The same guard should be sent to the same location continually except for illness, scheduled vacations, or employment termination.
  - 3.1.4.1 The contractor may assign a single officer to more than 1 campus (rover) if they are permanently assigned to set campus locations as part of their regular schedule.

- 3.1.4.2 The contractor, at their expense, shall maintain a small cadre of MCCCCD trained personnel to be available for last minute callouts, vacation leave, vacancies, etc. These guards should not be assigned to the MCCCCD contract as part of their normal schedule, but rather back-up or flex type officers to ensure coverage is provided at all times.
- 3.1.5 Guards must be fluent in the English language, both written and oral. Guards that demonstrate an inability to effectively communicate via a police radio system due to language barriers, shall be immediately removed from the MCCCCD contract. Clear and effective verbal communication is vital when it comes to police radio communications. The ability to “effectively communicate” shall be determined by MCCCCD Police personnel.
- 3.1.6 Guards shall be drug and alcohol free, and shall be free of criminal records. A recent criminal and DMV background check (-60 days) of all security guards shall be conducted prior to assignment on the MCCCCD account. The background check shall cover at minimum, five (5) years prior to assignment, and shall be made readily available to the MCCCCD contract Liaison within the police department.
- 3.1.6.1 Guards shall not consume alcohol while on duty or within 8 hours prior to the start of their shift and shall not report to duty while still under the influence from previous consumption. Guards shall not use tobacco on any MCCCCD property, to include but not limited to; cigarettes, chewing tobacco, e-cigarettes, or any type of vaping device as per MCCCCD regulations.
- 3.1.7 Guards will be punctual in regard to work hours and duties. If a guard is going to be late for an assigned shift, they must notify their company contact as well as the specific campus police office for which they are covering. The contractor shall immediately inform the Police Communications Bureau of late arrivals greater than 15 minutes.
- 3.1.7.1 Partially vacant or fully vacant shifts shall be reported to the MCCCCD Police Liaison & Campus Commander via email. The contractor shall ensure MCCCCD is not billed for any time a site is uncovered by contractor personnel. This shall include any time a site is uncovered for late arrivals by contractor personnel.
- 3.1.7.2 In cases of call-outs or uncovered shifts, the contractor shall provide a guard within 90 minutes of notification.
- 3.1.7.3 Guards will not harass, or interfere with, MCCCCD employees in the performance of their jobs.

- 3.1.7.4 Guards will not sleep on duty
- 3.1.7.5 In the case of a late arrival or vacant shift that results in MCCCC Police paying a college employee to hold over and cover a location, the contractor SHALL immediately reimburse MCCCC for all costs incurred from such coverage to include any hourly pay of MCCCC personnel that were required to cover vacant contracted positions.
- 3.1.7.6 Reimbursement rates shall be based on the following: The MCCCC employee's regular hourly rate if no overtime was accrued, the MCCCC employees overtime rate if appropriate, or in the case of an MCCCC recognized holiday, a rate of 2 ½ times the employees regular or overtime rate shall be imposed.
- 3.1.7.7 A financial penalty shall be imposed on the contractor for any vacant hours or shifts occurring on the MCCCC contract. The contractor will be given 1 occurrence for the contract without accruing the penalty. The penalty shall be \$300.00, for the first finable occurrence, and shall increase by \$100.00 for each subsequent occurrence with a maximum penalty of \$1,000.00 per occurrence. An occurrence is contract-wide and is not limited to one specific location.
- 3.1.8 Upon request of MCCCC, Contractor agrees to immediately replace any guard that does not comply with any of the above requirements. MCCCC may require the removal of any guard assigned to the contract without cause/reason. Once removed from the MCCCC contract, either for cause or at our request, that guard is not to be placed at any other location within the MCCCC contract.
- 3.1.9 Contractor will provide guard services as requested for overtime, extended hours, non-scheduled days, special or short-term coverage, changes in requirements/needs of each site, etc. upon reasonable notification (or under emergency situations) by MCCCC. MCCCC reserves the right to negotiate any temporary or permanent changes to guard schedules, requirements, or responsibilities based on our current or future staffing needs.
- 3.1.10 Duties and responsibilities of guards assigned to the MCCCC contract shall be completed on foot. As a general rule, contractor personnel shall not be permitted to use MCCCC vehicles including golf carts, bicycles, etc. If the contractor chooses to place a golf cart or method of transportation for their employees at an MCCCC location, they must first provide proof that their personnel are trained in the proper operation of such vehicle, ensure in writing that no contract personnel shall use such equipment until they have been properly trained, and must provide such vehicle at their own expense. Must have proper insurance to cover the guard and MCCCC. Proof of insurance must be provided to MCCCC prior to placing transportation on the campus.

## Section Three: SCOPE OF WORK/SPECIFICATIONS

Rev 090817

3.1.11 Commanders at each campus location may deviate from .1.10 on an as needed basis. If such deviation is allowed, the contractor must provide proof that their personnel has completed training to operate such a vehicle and the contract personnel shall also be required to complete the MCCCCD vehicle operations training. All training must be completed and provided to the Commander prior to any use of a vehicle.

3.2 SECURITY GUARD RESPONSIBILITIES (as applicable to each site):

3.2.1 Provide assistance when necessary which may require public interaction at various hours of the day and night as required by specific locations.

3.2.2 Present a courteous and proper demeanor.

3.2.3 Maintain vigilance to prevent and report criminal activity.

3.2.4 Maintain high visibility, observation of assigned areas of responsibility, document and report any suspicious activity or safety related issues.

3.2.5 Protect property from theft, vandalism and safety hazards; monitor activity of person(s) entering premises per facility instructions which may include educating community members on property after-hours of our closed campus policy.

3.2.6 Patrol buildings, parking lots and observe all campus/district employees and students until they are safely in their cars. Honor all requests by employees to accompany them to their cars during the hours of darkness.

3.2.7 Maintain high level of patrol duties, and visibility, to discourage unwanted loiterers.

3.2.8 Check college/district owned vehicles to insure they are locked.

3.2.9 Walk through building(s) after dark to locate employees working late.

3.2.10 Engage electronic security system(s) & monitor CCTV systems as needed.

3.2.11 Perform other duties as assigned by MCCCCD Police personnel.

3.3 ADDITIONAL SERVICES

Proposer may offer, on a separate page referencing this Section 3.3, additional goods and/or services including associated costs/prices that are not addressed in the RFP. The District retains the absolute and sole discretion to examine and consider these additional goods/service options for inclusion in the contract awarded under this RFP.

## PROPOSAL REQUIREMENTS

Paragraphs 4.1 & 4.2 below require 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 completed revenue sharing platform 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 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

Security guard services are currently required for all 10 colleges including many satellite locations and the District Office.

Nevertheless, all other MCCCDC locations (Attachment C) may require services at times throughout the year. The Awarded Proposer will be provided notification of new requirements that may arise.

Hours of services and level of guard will be indicated by the MCCCDC location, and may be changed by that location at any time during the contract period to meet requirements/ needs. An example of current hours of service required is as follows:

<u>MCCCDC Location</u>	<u>Hours of Service</u>
District Office	85 hours/week
District Office-Emerald Point	75 hours/week
Chandler-Gilbert Community College	72 hours/week
Estrella Mountain Community College – Main Campus	76 hours/week
Estrella Mountain Community College – Buckeye Educational Center	56 hours/week



## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

Estrella Mountain Community College – West-MEC Buckeye	40 hours/week
Gateway Community College – Main Campus	168 hours/week
Gateway Community College – Central City Campus	80 hours/week
Gateway Community College – Deer Valley Campus	75 hours/week
Glendale Community College Main Campus	108 hours/week
Glendale Community College North	87 hours/week
Mesa Community College – Main Campus	112 hours/week
Mesa Community College – Red Mountain Campus	112 hours/week
Mesa Community College – Downtown Center	8 hours/week
Paradise Valley Community College	56 hours/week
Phoenix College	133 hours/week
Rio Salado Community College – various locations throughout the county.	282-302 hours/week Fall/Winter/Spring 292-312 hours/week Summer Schedule
Scottsdale Community College	56 hours/week
South Mountain Community College – Main Campus	144 hours/week

South Mountain Community College – Guadalupe Campus	22.5 hours/week
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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
- 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)

## RESPONDENT QUESTIONNAIRE

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

- 5.1 Identify contact personnel at your firm that will be assigned to MCCCCD on behalf of any resultant contract. Submit resumes for key personnel who will be working with MCCCCD. Provide 24-hour contact numbers for problems, emergencies, etc.
  - 5.1.1 Contractor should identify one (1) Project/Contract Manager or coordinator to oversee the entire MCCCCD contract and Liaison with the MCCCCD Police Liaison/Campus Commanders. This position may be one that already exists within your company, however, if this position is required to be established and staffed, it shall be done at the expense of the contractor and shall not be billed to MCCCCD.
- 5.2 Provide names, addresses, phone numbers, etc. for at least three educational institutions and three private or public sector clients that you have provided similar services to. Describe the services provided and similarities to work required under this RFP.
- 5.3 Submit any information that documents successful and reliable experience and service.
- 5.4 Explain in detail the specifics of how you will conduct these services for each site, encompassing all the specifications listed in Section 3 of this RFP.
- 5.5 Describe in detail any technological resources you will utilize in the performance of these services.
- 5.6 Describe anything else not listed above that further demonstrates your expertise, experiences, and abilities to provide all the services requested.

**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. Past experience in providing comparable services to other clients.
  - B. Responses to Minimum and Specific Requirements.
  - C. Respondent Questionnaire responses.
  - D. Pricing.
  - E. Sustainability

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 3439-10 is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the **pricing** indicated below. Pricing is tiered in 3 levels to allow for pay raises, longevity pay, recognition pay, etc. as approved/requested by MCCCCD.

### 7.1 Level I Guard Rates

Tier level	Billing Type	\$ Per Hour	Billing Type	\$ Per Hour	Billing Type	\$ Per Hour
1a	Weekday		Holiday/Weekends		Overtime	
1b	Weekday		Holiday/Weekends		Overtime	
1c	Weekday		Holiday/Weekends		Overtime	
2a	Weekday		Holiday/Weekends		Overtime	
2b	Weekday		Holiday/Weekends		Overtime	
2c	Weekday		Holiday/Weekends		Overtime	
3a	Weekday		Holiday/Weekends		Overtime	
3b	Weekday		Holiday/Weekends		Overtime	
3c	Weekday		Holiday/Weekends		Overtime	
N/A	Specials / Short-Term		N/A		N/A	

### 7.2 Level II Guard Rates

Tier level	Billing Type	\$ Per Hour	Billing Type	\$ Per Hour	Billing Type	\$ Per Hour
1a	Weekday		Holiday/Weekends		Overtime	
1b	Weekday		Holiday/Weekends		Overtime	
1c	Weekday		Holiday/Weekends		Overtime	
2a	Weekday		Holiday/Weekends		Overtime	
2b	Weekday		Holiday/Weekends		Overtime	
2c	Weekday		Holiday/Weekends		Overtime	
3a	Weekday		Holiday/Weekends		Overtime	

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3b	Weekday		Holiday/Weekends		Overtime	
3c	Weekday		Holiday/Weekends		Overtime	
N/A	Specials / Short-Term		N/A		N/A	

7.3 Prompt Payment Discount: \_\_\_\_\_

Other required services/fees, if any, not specifically requested in the RFP (list below)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Costs/Fees listed above shall include all overhead and profit. No billing will be accepted that shows any other costs than those listed above. This includes, but is not limited to, travel, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, 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 next page must be completed, signed and included with your proposal.**

## SPECIAL TERMS AND CONDITIONS

Any deviations to the Special Terms and Conditions MAY be considered but may not necessarily be accepted by MCCCDC. Any proposed deviations should be presented in accordance to Section 4.3. Requests for deviations presented or requested after the RFP due date will not be entertained by MCCCDC.

These Special Terms and Conditions, General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCDC's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCDC and successful Proposer ("Contract"). MCCCDC 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 MCCCDC'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

The Contractor shall maintain during the term of the Contract (including any renewals of the initial term) the insurance policies specified in this Paragraph issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Before the start of Contract performance, MCCCDC may direct the Contractor to furnish the MCCCDC Risk Manager with certificates of insurance evidencing the required coverage, conditions, and limits required by the Contract at the following address:

MCCCDC Risk Manager  
2411 West 14th Street  
Tempe, AZ 85281-6942  
Tel: 480-731-8879 / Fax: 480-731-8890

The insurance policies, except Workers' Compensation and Professional Liability, must be endorsed to name MCCCDC, its agents, officers, officials, employees, and volunteers as additional insured with this language or its equivalent:

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

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 MCCCC shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

- 8.1.1 Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury, property damage, personal injury, and products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
- 8.1.2 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 owned, hired, and non-owned vehicles.
- 8.1.3 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.
- 8.1.4 If applicable, Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.
- 8.1.5 If applicable, Network Security and Privacy Liability coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including PCI fines), penalties assessed by regulator, and defense costs with limit of not less than \$2 million per claim/\$2 million aggregate.

## 8.2 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD Confidential Information hereunder, and further provided that Contractor shall remain legally and financially liable for any unauthorized disclosure of the MCCCCD Confidential Information by those subcontractors.

If a Contractor staff person or Contractor subcontractor potentially will have access to MCCCCD's network, facilities, data, Confidential Information, and/or Sensitive Information,<sup>1</sup> they may not perform 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.<sup>2</sup> 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.

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<sup>1</sup> 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-Leach-Bliley Act (GLBA aka Financial Services Modernization Act of 1999) and Payment Card Industry Data Security Standard (PCI DSS), respectively.

<sup>2</sup> 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>.

- 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. MCCCDC designates Contractor and its employees and/or agents as an organization conducting certain studies for or on behalf of MCCCDC 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 MCCCDC 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 MCCCDC's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate MCCCDC 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 MCCCDC. Contractor will supply the appropriate MCCCDC representative with copies of those policies upon request.
- 8.2.6 Contractor will inform MCCCDC's Chief Privacy Officer and the Office of General Counsel by sending an e-mail to [protectprivacy@maricopa.edu](mailto: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 MCCCDC may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCDC internal and/or external legal counsel will 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 MCCCCD, (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 MCCCCD, 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 MCCCCD harmless from claims of any kind relating to the disclosure of MCCCCD 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 MCCCCD 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 MCCCCD 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, MCCCCD 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.

## GENERAL TERMS AND CONDITIONS

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

These Special Terms and Conditions, 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.

### 9.9 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless MCCCDC, 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 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.

If applicable, Contractor shall also indemnify, defend and hold harmless MCCCDC and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services or materials under this Agreement violates the claimant's property rights. Contractor shall be responsible for obtaining any intellectual property consents for materials or services that it provides under this Contract.

### 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 MCCCDC 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.

#### 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](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 MCCCCD under this Contract shall be made in writing, and sent via certified mail, return receipt requested, or any other commercially reasonable method by which MCCCCD 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 MCCCCD representatives who may authorize revisions to the Contract are employees at MCCCCD'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 MCCCCD authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Contractor or an MCCCCD employee, must provide the authorized MCCCCD 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, MCCCCD 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 MCCCCD'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. MCCCCD 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, MCCCCD holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCCD employee or officer from participating in any way in any MCCCCD decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCCD decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCCD employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCCD. MCCCCD 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 MCCCCD 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