



**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR PROPOSAL #3365-10**

**TELECOMMUNICATIONS CABLING SERVICES**

**Proposal Due Date**  
**January 12, 2017 3:00 P.M. (local time)**

**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

**RFP #3365-10**

**TELECOMMUNICATIONS CABLING SERVICES**

**A. SCHEDULE OF EVENTS**

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	December 8, 2016
Proposals Due	January 12, 2017
Proposed Contract Award	March, 2017

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## ACKNOWLEDGMENT OF RECEIPT

RFP #: 3365-10

Description: **TELECOMMUNICATIONS CABLING SERVICES**

Please provide the requested information below as acknowledgment that you have received our Request for Proposal noted above. It is **required** that interested Bidders complete this acknowledgment and return via Fax to MCCCCD Purchasing at **(480) 731-8190** or email to [purchasing@domail.maricopa.edu](mailto:purchasing@domail.maricopa.edu) or by US Mail.

All addenda/amendments will continue to be posted on our website at <http://www.maricopa.edu/business/purchasing/>.

**Failure to sign and return the "Acknowledge of Receipt" will result in your company not being sent any addenda to this RFP.**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Tel #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE:** Failure to respond to this acknowledgement **will** result in you company being removed from our bidders mailing list for this commodity.

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

## 1. GENERAL

### 1.1 INTRODUCTION

The Maricopa County Community College District (MCCCD) is seeking qualified contractors to provide cable installation, termination services, (including parts and supplies) and assist with phone system Moves, Adds & Changes (MAC) to all of its campuses and satellite locations. These services will include all cabling required to provide voice and data service to all the various District locations. MCCCD reserves the right to supply the parts and supplies and to have the selected vendor supply labor only for these services.

### 1.2 MCCCD DISTRICT MAKE-UP

The Maricopa Community Colleges comprise ten colleges, two skill centers, a Corporate College and numerous education centers dedicated to educational excellence by meeting the needs of businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District. The District is one of the largest higher education systems in the world. 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. The Maricopa Community Colleges employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff. Many management and staff positions (including clerical, crafts, food services, security, child care, maintenance and operations, custodial, grounds) become available throughout the year. All positions with the exception of certified safety officers are advertised individually as they occur. Maricopa Community Colleges is an equal opportunity employer of protected veterans and individuals with disabilities.

### 1.3 HISTORY

Maricopa ranks as one of the nation's largest systems of its kind and as the largest single provider of higher education in Arizona. Maricopa 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 Maricopa system. Maricopa'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 in 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. The Maricopa Community Colleges is a political subdivision of the state, and the elected governing board has the power to levy taxes. Funding comes from property taxes, state aid appropriations, student tuition, and federal, state and private grants.

## 2. PROPOSAL INSTRUCTIONS

### 2.1 PURPOSE OF RFP

The Maricopa County Community College District (MCCCD) is seeking proposals from qualified telecommunications and cabling contractors. We are looking for a concise but comprehensive description of the qualifications of your firm and staff to assist MCCCD. The objective of any subsequent award is to provide on-going services, as required, to all MCCCD campus locations.

### 2.2 PROPOSAL QUESTIONS

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

Mr. Keith Killourie, Buyer III  
(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 **December 19, 2016**. We will not respond directly to the company asking the question. Questions we feel need to be responded to will be answered in the form of an addendum and sent to all potential respondents on/about **December 21, 2016***

### 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) original, five (5) copies of the proposal and one (1) copy in PDF Format on CD/DVD/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 MCCCD, address 2411 West 14th Street, Tempe, AZ, 85281, **no later than 3:00 P.M. (local time), January 12, 2017**. 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 # 3365-10, TELECOMMUNICATIONS CABLING SERVICES  
Proposal Closing Date: January 12, 2017 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 PROPOSAL EVALUATION

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. If it does so, no contract award shall exist for purposes of the awardee initiating contract performance or incurring contract costs until an authorized representative of the District signs the contract document. If the District determines that the RFP and the selected awardee's proposal will constitute the contract, no contract award shall exist until the selected awardee receives a Notice of Award" from an authorized representative of the District and, if applicable, the approval of the District's Governing Board. Additionally, a selected awardee may not initiate contract performance or incur contract costs until it receives a District-issued purchase order.

## 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. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. 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, or attachments.

## 2.7 MODIFICATIONS TO PROPOSALS

No oral, telephone, telegraphic, facsimile or computer data transfer proposals or modifications will be considered.

## 2.8 WITHDRAWAL OF PROPOSALS

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 by the District.

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

### 2.11 AWARD WITHOUT DISCUSSION

The District 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 will be made prior to commencement of performance. Initial performance period will be from March 1, 2017, or date of award, whichever is later, through June 30, 2022. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 2 one-year option periods for a total contract period not to exceed seven years.

### 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.maricops.edu/purchasing](http://www.maricops.edu/purchasing). **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal.**

### 2.14 NON-COLLUSION

The District 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 District'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 District from obtaining the lowest possible competitive price.

### 3. GENERAL TERMS AND CONDITIONS

These 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 calendar days, unless otherwise specified.

#### 3.1 PARTIES TO AGREEMENT

The Contract shall be between the Maricopa County Community College District and the successful Proposer ("Contractor").

#### 3.2 LIABILITY FOR TAXES

The Contractor is responsible for paying all taxes applicable to its operations, business property and income. MCCCDC shall not be liable for any tax imposed either directly or indirectly upon the Contractor, except that MCCCDC 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.

#### 3.3 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.

#### 3.4 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 MCCCDC authorized to sign contracts.

#### 3.5 NO WAIVER

MCCCDC'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 MCCCDC'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.

#### 3.6 FINANCIAL TRANSACTIONS

If the Contractor is responsible for handling any type of financial transaction for MCCCDC, 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 MCCCDC requests it in writing.

#### 3.7 CONTRACT EXTENSION

Should the RFP provide options for extending the Contract beyond its initial term, MCCCDC reserves the right to exercise those options without prior written notice and by the issuance of a purchase order 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 MCCCDC'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, MCCCDC 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 MCCCDC to do so.

### 3.8 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 MCCCDC 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.

### 3.9 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 14<sup>th</sup> 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 MCCCDC shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

3.9.1 **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.

3.9.2 **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.

3.9.3 **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.

3.9.4 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.

3.9.5 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.

### 3.10 INDEMNIFICATION

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

### 3.11 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.

3.11.1 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.

3.11.2 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.

3.11.3 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.

3.11.4 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.

3.11.5 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.

3.11.5.1 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

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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>.

herein. Contractor will supply the appropriate MCCCCD representative with copies of those policies and plans upon request.

3.11.5.2 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.

3.11.6 Contractor will inform MCCCCD'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 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 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 MCCCCD 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,

3.11.7 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.

3.11.8 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.

3.11.9 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.

3.11.10 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.

3.11.11 If applicable, during the term of the Contract, Contractor will be required to promptly update and resubmit the **MCCCD External Entity Due Diligence Questionnaire** in Attachment B to the RFP if it makes any revisions to its practices and policies that materially change its responses to that attachment.

3.11.12 If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains MCCCD 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.

### 3.12 RECORD AND DATA RETENTION, OWNERSHIP, ACCESS AND DECOMMISSIONING

3.12.1 As a political subdivision of the State of Arizona, MCCCD 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, MCCCD 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 MCCCD 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.

3.12.2 MCCCD owns all of the records and data of which Contractor has custody on MCCCD'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 MCCCD representative. Contractor will work with MCCCD to transfer all of MCCCD's records and data to MCCCD on the termination or expiration of this Contract.

3.12.3 Contractor agrees to provide MCCCD access to records and Confidential Information that Contractor holds or uses on behalf of MCCCD upon written request of MCCCD with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCD and will maintain a record of those changes.

3.12.4 Contractor agrees to maintain, and provide to MCCCD if requested, a record of when and to whom Confidential Information is disclosed.

3.12.5 MCCCD 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.

3.12.6 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.

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

### 3.14 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.

### 3.15 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>

### 3.16 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.

### 3.17 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.

### 3.18 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.

### 3.19 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.

### 3.20 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.

### 3.21 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.

### 3.22 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.

### 3.23 INTERPRETATION

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

### 3.24 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..

### 3.25 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.

### 3.26 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.

### 3.27 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, 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 FROM THE MCCCC PURCHASING DEPARTMENT.

3.28 BILLING

If MCCCC 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.

3.29 ADVERTISING AND PROMOTION

The name or logos of the MCCCC or those of any of the colleges, skill centers, or programs under MCCCC's jurisdiction shall not be used by Contractor except as may be required to perform this Contract and only as approved under MCCCC's "Use of MCCCC 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)

3.30 UNAVAILABILITY OF FUNDS

MCCCC 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. MCCCC shall give Contractor prompt written notice after it knows that funding will not be available.

3.31 NO WAIVER OF SOVEREIGN IMMUNITY

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

3.32 APPLICABLE LAW

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

3.33 PROPERTY RIGHTS

Except for pre-existing works of the Contractor or works of third parties for which Contractor has the permission to supply to MCCCC under this Contract, MCCCC 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 MCCCC.

3.34 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 MCCCC, the Contractor shall retain during performance and provide to MCCCC 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. MCCCC 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.

3.35 NOTICES

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



### 3.36 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.

### 3.37 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.

### 3.38 DISABILITY STANDARDS.

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 Standards 2.0 at Level 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 Agreement.

## **4. PROPOSAL REQUIREMENTS**

This section of the RFP lists the items, which **require specific, written responses or confirmations**. To be considered for selection, respondents shall meet the following requirements:

### **4.1 MINIMUM REQUIREMENTS**

- 4.1.1 Must acknowledge or confirm that all parts of this RFP have been read and that the Proposal submitted is in accordance therewith.
- 4.1.2 Must submit completed Price Worksheets.
- 4.1.3 Must submit a completed Signature Page signed by an authorized company official with the authority to submit a proposal and enter into a binding agreement on behalf of the company.
- 4.1.4 Must submit a completed Bidders Statement.

### **4.2 SPECIFIC REQUIREMENTS**

#### **4.2.1 FIELD QUALITY CONTROL**

##### **4.2.1.1 NO TEMPORARY EMPLOYEES CAN BE USED FOR ANY MCCCCD PROJECTS.**

4.2.1.2 Each of the vendor's employees must display an MCCCCD ID and a company uniform and badge when working in District facilities.

- a) Before any employee commences work at a District facility, they must have passed a drug test, meet the requirements of state and national background checks with no felonies in the last seven (7) years.
- b) It will be the responsibility of the contractor to notify potential employees of these requirements and provide information to the appropriate campus representative to secure the ID's for the employee.
- c) It will be the Contactor's responsibility to notify campus security immediately upon termination of any employee who has an MCCCCD ID.

4.2.1.3 Employ job superintendent or project manager during the course of the installation to provide coordination of work of this specification and of other trades, and provide technical information when requested by other trades. This person shall maintain current RCDD® (Registered Communications Distribution Designer) registration and shall be responsible for quality control during installation, equipment set-up, and testing.

4.2.1.4 At least 30 percent of installation personnel shall be *BICSI Registered Telecommunications Installers*. Of that number, at least 15 percent shall be registered at the *Technician Level*, at least 40 percent shall be registered at the *Installer Level 2*,

*Installer Level 2, Copper or Installer Level 2, Optical Fiber*, and the balance shall be registered at the *Installer Level 1*.

4.2.1.5 Installation personnel shall meet manufacturer's training and education requirements for implementation of extended warranty program.

#### 4.2.2 VENDOR QUALIFICATIONS

##### 4.2.2.1 Experience

The selected Vendor shall be fully capable and experienced in the *information transport system (ITS)* specified. To ensure the system has continued support, The Customer will contract only with Vendors having a successful history of sales, installation, service, and support. During the evaluation process, The Customer may, with full cooperation of The Vendors, visit The Vendors' places of business, observe operations, and inspect records. The Vendor must have a minimum of *five (5) years* of experience.

The Vendor must have an **RCDD**<sup>®</sup> (*Registered Communications Distribution Designer*) on staff that will be ultimately responsible for this project. The RCDD must have sufficient experience in this type project as to be able to lend adequate technical support to the field forces during installation, during the warranty period, and during any extended warranty periods or maintenance contracts. A resume of the responsible RCDD must be attached to The Vendor's response for evaluation by The Customer. Should the RCDD assigned to this project change during the installation, the new RCDD assigned must also submit a resume for review by The Customer.

If, in the opinion of The Customer, the RCDD does not possess adequate qualifications to support the project, The Customer reserves the right to require The Vendor to assign an RCDD who, in The Customer's opinion, possesses the necessary skills and experience required of this project.

##### 4.2.2.2 Provide References

- a) Worked performed in higher educational environment.
- b) Large projects with 1000 plus station drops.
- c) Outside plant projects; K-12, city, state, multi-campus environments.
- d) Define Service Department's capabilities, i.e. number of dedicated vehicles, service tech and their experience.

##### 4.2.2.3 Certifications

- a) Include employee resumes with required certifications that will be working on MCCCDD projects.
- b) Include all Manufacturer Certification held by the Contractor.

MCCCDD may, with full cooperation of the Vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be

arranged through The Vendors; however, The Vendor personnel shall **not** be present during discussions with references. The Vendor must provide a minimum of **three (3)** reference accounts at which similar work, both in scope and design, have been completed by the Vendor within the last **two (2)** years.

#### 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 the Request for Proposals. 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 the RFP shall result in rejection of the proposal.

The term “material deviations” includes both deviations from the District contract terms set forth in this RFP **and** additional contract terms that the Proposer requests the District 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 District considers the General Terms and Conditions of this RFP to be a fair allocation of risk between a contractor and the District. 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 District 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 District. Only proposals from responsible organizations or individuals, as determined by the District, which have the capability of providing the required services under this RFP, shall be considered. Representatives from the District reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented. The District reserves the right to negotiate any and all provisions presented in the proposals.

## **5. SCOPE OF WORK**

### **5.1 SCOPE**

The purpose of this proposal shall be to establish a contract between Maricopa County Community College District and the successful proposer(s) to provide various voice and data service and materials, including Moves/Adds/Changes (MAC) for District and College phone systems.

5.1.1 Section Includes: Equipment, materials, labor, and services to provide telephone and data distribution system including, but not limited to:

- 5.1.1.1 Raceway, boxes, and cable tray
- 5.1.1.2 Telephone, data, and security cabling terminations and repairs
- 5.1.1.3 Optical fiber and terminations and repairs
- 5.1.1.4 Telecommunications outlets
- 5.1.1.5 Terminal blocks/cross-connect systems
- 5.1.1.6 Equipment racks and cabinets
- 5.1.1.7 System testing
- 5.1.1.8 Documentation and submissions

5.1.2 Removal of abandoned cable, if required:

Provide all equipment, materials, labor, and services, not specifically mentioned or shown, which may be necessary to complete or perfect all parts of the installation. Ensure that they are in compliance with requirements stated or reasonably inferred by the contract documents.

### **5.2 REFERENCES**

Design, manufacture, test, and install telecommunications cabling networks per manufacturer's requirements and in accordance with NFPA-70 (2017 edition of the *National Electrical Code®*), IEEE C2 2017 (NEC 2017), state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:

5.2.1 The most recent editions of ANSI/NECA/BICSI-568-2006 -- Standard for Installing Commercial Building Telecommunications Cabling

5.2.2 The most recent editions of ANSI/TIA/EIA Standards

- 5.2.2.1 ANSI/TIA/EIA-568-B.1 -- *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*
- 5.2.2.2 ANSI/TIA/EIA-568-B.2 -- *Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components*
- 5.2.2.3 ANSI/TIA/EIA-568-B.3 -- *Optical Fiber Cabling Components Standard*
- 5.2.2.4 ANSI/TIA/EIA-569-B -- *Commercial Building Standard for Telecommunications Pathways and Spaces*
- 5.2.2.5 ANSI/TIA/EIA-606(A) -- *The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*
- 5.2.2.6 ANSI-J-STD-607(A) -- *Commercial Building Grounding and Bonding Requirements for Telecommunications*

- 5.2.2.7 TIA-526-7 –OFSTP-7 *Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant*
- 5.2.2.8 TIA-526-14A –OFSTP-14 *Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant*
- 5.2.2.9 ANSI/TIA/EIA-758(A) -- *Customer-Owned Outside Plant Telecommunications Cabling Standard*
- 5.2.2.10 TIA TSB-140 *Additional Guidelines for Field Testing Length, Loss and Polarity of Optical Fiber Cabling Systems*

5.2.3 Install Cabling in accordance with the most recent Edition of BICSI® Publications:

- 5.2.3.1 BICSI – Telecommunications Distribution Methods Manual
- 5.2.3.2 BICSI – Installation Transport Systems Information Manual
- 5.2.3.3 BICSI – Network Design Reference Design Manual
- 5.2.3.4 BICSI – Outside Plant Design Reference Manual
- 5.2.3.5 BICSI – Wireless Design Reference Manual
- 5.2.3.6 BICSI - Electronic Safety and Security Design Reference Manual
- 5.2.3.7 Infocomm/BICSI – AV Design Reference Manual

5.2.4 Federal, state, and local codes, rules, regulations, and ordinances governing the work, are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the owner's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

### 5.3 SYSTEM DESCRIPTION

5.3.1 A telecommunications cabling system generally consists of one telecommunications outlet in each workstation, wall telephones in common and mechanical areas, telecommunications rooms (TRs) and Telecommunications Enclosures (TEs) located on each floor, and the equipment room (ER) located. Demarcation point (DP) is located.

- 5.3.1.1 The typical work area consists of at least a single-gang plate with two standards compliant work area outlets.
- 5.3.1.2 One work area outlet consists of one (1) four-pair Category 5e cable, installed from the work area outlet to the TR. If dedicated to voice telecommunications service, be sure to terminate telephone cables on punch blocks located in TR.
- 5.3.1.3 One work area outlet consists of one (1) four-pair data Category 6 cable, installed from work area outlet to the TR. Terminate data cables on wall /rack mounted modular patch panels located in the appropriate TR.
- 5.3.1.4 Vertical/horizontal copper backbone cabling consists of multiple pair unshielded or shielded twisted-pair installed from the main cross-connect (MC) to the horizontal cross-connect (HC) and/or from the MC to the intermediate cross-connect (IC) to the HC.
- 5.3.1.5 Vertical/horizontal backbone cabling consists of singlemode or multimode optical fiber cable (OM4 50/125) installed from the MC to the HC and/or from the MC to the IC to the

HC.

#### 5.4 SUBMITTALS

- 5.4.1 Submit to the engineer/designer shop drawings, product data (including cut sheets and catalog information), and samples required by the contract documents. Submit shop drawings, product data, and samples with such promptness and in such sequence as to cause no delay in the work or in the activities of separate contractors. The engineer/designer will indicate approval of shop drawings, product data, and samples submitted to the engineer by stamping such submittals "APPROVED" with a stamp. Submitted shop drawings shall be initialed or signed by the contractor, showing the date and the contractor's legitimate firm name.
- 5.4.1.1 By submitting shop drawings, product data, and samples, the contractor represents that he or she has carefully reviewed and verified materials, quantities, field measurements, and field construction criteria related thereto. It also represents that the contractor has checked, coordinated, and verified that information contained within shop drawings, product data, and samples conform to the requirements of the work and of the contract documents. The engineer/designer remains responsible for the design concept expressed in the contract documents as defined herein.
- 5.4.1.2 The engineer's/designer's approval of shop drawings, product data, and samples submitted by the contractor shall not relieve the contractor of responsibility for deviations from requirements of the contract documents, unless the contractor has specifically informed the engineer/designer in writing of such deviation at time of submittal, and the engineer/designer has given written approval of the specific deviation. The contractor shall continue to be responsible for deviations from requirements of the contract documents not specifically noted by the contractor in writing, and specifically approved by the engineer in writing.
- 5.4.1.3 The engineer's/designer's approval of shop drawings, product data, and samples shall not relieve the contractor of responsibility for errors or omissions in such shop drawings, product data, and samples.
- 5.4.1.4 The engineer's/designer's review and approval, or other appropriate action upon shop drawings, product data, and samples, is for the limited purpose of checking for conformance with information given and design concept expressed in the contract documents. The engineer's/designer's review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. The review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The engineer's/designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- 5.4.1.5 Perform no portion of the work requiring submittal and review of shop drawings, product data, or samples, until the engineer/designer has approved the respective submittal. Such work shall be in accordance with approved submittals.
- 5.4.1.6 Submit shop drawings, product data, and samples as a complete set within thirty (30) days of award of contract.
  - 5.4.1.6.1 For initial submission and for resubmission required for approval, submit four (4) copies of each item. The engineer/designer will only return two copies. Make reproductions as required for your use and distribution to subcontractors
  - 5.4.1.6.2 Illegible submittals will not be checked by the engineer
- 5.4.1.7 Submit the following:
  - 5.4.1.7.1 Bill of materials, noting long lead time items
  - 5.4.1.7.2 Optical loss budget calculations for each optical fiber run
  - 5.4.1.7.3 Project schedule including all major work components that materially affect any other work on the project
- 5.4.1.8 Shop drawings: Submit the following:
  - 5.4.1.8.1 Backbone (riser) diagrams
  - 5.4.1.8.2 System block diagram, indicating interconnection between system components and subsystems
  - 5.4.1.8.3 Interface requirements, including connector types and pin-outs, to external systems and systems or components not supplied by the contractor
  - 5.4.1.8.4 Fabrication drawings for custom-built equipment
- 5.4.1.9 Product Data -- Provide catalog cut sheets and information for the following:
  - 5.4.1.9.1 Wire, cable, and optical fiber
  - 5.4.1.9.2 Outlets, jacks, faceplates, and connectors
  - 5.4.1.9.3 All metallic and nonmetallic raceways, including surface raceways, outlet boxes, and fittings
  - 5.4.1.9.4 Terminal blocks and patch panels
  - 5.4.1.9.5 Enclosures, racks, and equipment housings
  - 5.4.1.9.6 Over-voltage protectors
  - 5.4.1.9.7 Splice housings
- 5.4.1.10 Submit project record drawings at conclusion of the project and include:
  - 5.4.1.10.1 Approved shop drawings
  - 5.4.1.10.2 Plan drawings indicating locations and identification of work area outlets, nodes, telecommunications rooms (TRs), and backbone (riser) cable runs
  - 5.4.1.10.3 Telecommunications rooms (TRs), Telecommunications Enclosures (TEs) and equipment room (ER and/or MC) termination detail sheets
  - 5.4.1.10.4 Cross-connect schedules including entrance point, main cross-connects, intermediate cross-connects, and horizontal cross-connects
  - 5.4.1.10.5 Labeling and administration documentation.
  - 5.4.1.10.6 Warranty documents for equipment
  - 5.4.1.10.7 Copper certification test result printouts and diskettes



#### 5.4.1.10.8 Optical fiber power meter/light source test results

### 5.5 QUALITY ASSURANCE

5.5.1 The following manufacturer's cabling systems are approved for the work of this section:

5.5.1.1 Berk-Tek/ Ortronics

5.5.1.2 Hubbell/ Mohawk

5.5.1.3 Leviton/ Superior Essex

5.5.1.4 Systimax/CommScope

5.5.1.5 Sumitomo Blown Fiber

5.5.1.6 Belden Solutions

5.5.1.7 Or Equal approved by MCCCCD

5.5.2 Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.

5.5.3 Subcontractors shall assume all rights and obligations toward the contractor that the contractor assumes toward the owner and engineer/designer.

### 5.6 WARRANTY

5.6.1 Unless otherwise specified, unconditionally guarantee in writing the materials, equipment, and workmanship for a period of not less than twenty-five (25) years from date of acceptance by the owner. The owner shall deem acceptance as beneficial use.

5.6.2 Transfer manufacturer's warranties to the owner in addition to the General System Guarantee. Submit these warranties on each item in list form with shop drawings. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. Final payment shall not relieve you of these obligations.

### 5.7 DELIVERY, STORAGE, AND HANDLING

5.7.1 Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with the owner for secure storage of equipment and materials. Do not store equipment where conditions fall outside manufacturer's recommendations for environmental conditions. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment.

### 5.8 SEQUENCE AND SCHEDULING

5.8.1 Submit schedule for installation of equipment and cabling. Indicate delivery, installation, and testing for conformance to specific job completion dates. As a minimum, dates are to be provided for bid award, installation start date, completion of station cabling, completion of riser cabling, completion of testing and labeling, cutover, completion of the final punch list,

start of demolition, owner acceptance, and demolition completion.

## 5.9 USE OF THE SITE

- 5.9.1 The Contractor will have access to MCCCCD facilities during normal business hours (Monday-Friday 8:00am to 5:00pm). In building where access is restricted, campus personnel will make necessary arrangement for vender admittance.
- 5.9.2 Access to building wherein the work is performed shall be as directed by the owner.
- 5.9.3 The owner will occupy the premises during the entire period of construction for conducting his or her normal business operations. Cooperate with the owner to minimize conflict and to facilitate the owner's operations.
- 5.9.4 Schedule necessary shutdowns of plant services with the owner, and obtain written permission from the owner. Refer to article - *CONTINUITY OF SERVICES* herein.
- 5.9.5 Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the owner.

## 5.10 CONTINUITY OF SERVICES

- 5.10.1 Take no action that will interfere with, or interrupt, existing building services unless previous arrangements have been made with the owner's representative. Arrange the work to minimize shutdown time.
- 5.10.2 Owner's personnel will perform shutdown of operating systems. The contractor shall give three (3) days' advance notice for systems shutdown.
- 5.10.3 Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.

## 5.11 VOICE/DATA TELECOMMUNICATIONS SERVICE BACKBONE CABLE

- 5.11.1 Solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) backbone cable, in sizes as indicated on the drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.2  
Note: Listed Type CMR, CMP, (as required in the NEC 2005).
- 5.11.2 Multimode (OM4 50/125  $\mu\text{m}$  diameter) tight-buffered optical fiber, with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3  
Note: Listed type OFNP, OFNR, OFCR, and/or OFCP (as required in the NEC 2005).
- 5.11.3 Multimode (OM4 50/125  $\mu\text{m}$  diameter) tight-buffered optical fiber, with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3

Note: Listed type OFNP, OFNR, OFCR, and/or OFCP (as required in the NEC 2005).

- 5.11.4 An 850 nm laser-optimized Multimode 50/125  $\mu\text{m}$  diameter tight-buffered optical fiber capable of supporting 40 Gb/s serial transmission up to 125m (410 feet), with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3-1

Note: Listed type OFNP, OFNR, OFCR, and/or OFCP (as required in the NEC 2005).

- 5.11.5 Singlemode inside plant optical fiber, with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3

Note: Listed type OFNP, OFNR, OFCR, and/or OFCP (as required in the NEC 2005).

## 5.12 VOICE TELECOMMUNICATIONS STATION CABLE

- 5.12.1 Solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 3 cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2 up to 16 MHz.

Note: Listed Type CMR, CMP, (as required in the NEC 2005).

- 5.12.2 Solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 5e cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2 up to 100 MHz.

Note: Listed Type CMR, CMP, (as required in the NEC 2005).

- 5.12.3 Solid copper, 22 AWG to 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 6 cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2-1 up to 250 MHz.

Note: Listed Type CMR, CMP, MPR and/or MPP (as required in the NEC 2005).

## 5.13 DATA STATION CABLE (Copper)

- 5.13.1 Solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 5e cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2 up to 100 MHz.

Note: Listed Type CMR, CMP, (as required in the NEC 2005).

- 5.13.2 Solid copper, 22 AWG to 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 6 cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2-1 up to 250 MHz.

Note: Listed Type CMR, CMP, MPR and/or MPP (as required in the NEC 2005).

## 5.14 DATA STATION CABLE (Optical Fiber)

- 5.14.1 Multimode (OM4 50/125  $\mu\text{m}$  diameter) tight-buffered optical fiber, with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3

Note: Listed type OFNP, OFNR, OFCR, and/or OFCP (as required in the NEC 2005).

- 5.14.2 An 850 nm laser-optimized Multimode (OM4 50/125  $\mu\text{m}$  diameter) tight-buffered optical fiber capable of supporting 10 Gb/s serial transmission up to 300m (984 feet), with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3-1

Note: Listed type OFNP, OFNR, OFCR, and/or OFCP (as required in the NEC 2005).

- 5.14.3 Singlemode inside plant optical fiber, with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3

Note: Listed type OFNP, OFNR, OFCR, and/or OFCP (as required in the NEC 2005).

#### 5.15 UNDERGROUND TELECOMMUNICATIONS CABLE (Copper)

- 5.15.1 Solid copper, 19 AWG, 22 AWG, 24 AWG, 26 AWG 100  $\Omega$  balanced twisted-pair, gel-filled duct cable, in sizes as indicated on the drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA/EIA-568-B.2 and ANSI/TIA/EIA-758(A).

#### 5.16 UNDERGROUND TELECOMMUNICATIONS CABLE (Optical Fiber)

- 5.16.1 Multimode (OM4 50/125  $\mu\text{m}$  diameter), armored, gel-filled or water blocking equivalent optical fiber, with number of usable fibers as shown on drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA/EIA-568-B.3 and ANSI/TIA/EIA-758(A).

- 5.16.2 Multimode (OM4 50/125  $\mu\text{m}$  diameter), armored, gel-filled optical fiber or water blocking equivalent, with number of usable fibers as shown on drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA/EIA-568-B.3 and ANSI/TIA/EIA-758(A).

- 5.16.3 An 850 nm laser-optimized Multimode (OM4 50/125  $\mu\text{m}$  diameter), armored, gel-filled or water blocking equivalent optical fiber capable of supporting 40 Gb/s serial transmission up to 125m (410 feet), with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3-1 and ANSI/TIA/EIA-758(A)

- 5.16.4 Singlemode (8  $\mu\text{m}$  to 10  $\mu\text{m}$  diameter), armored, gel-filled optical fiber or water blocking equivalent, with number of usable fibers as shown on drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA/EIA-568-B.3 and ANSI/TIA/EIA-758(A).

#### 5.17 VOICE/DATA – COPPER & OPTICAL -FIBER WORK AREA OUTLETS

Single-gang mounting plate with four (4) openings containing the following devices:

- 5.17.1 Voice Outlet - 8-position 8-contact modular, category 3/5e/6, ivory, pinned to T568A standards (confirm with MCCCCD).
- 5.17.2 Data Outlet - 8-pin modular, category 5e/6, black, pinned to T568A standards (confirm with MCCCCD).
- 5.17.3 Optical Fiber Connectors – duplex 568SC adapter (confirm with MCCCCD).  
Note: Alternate duplex connector designs (i.e. SFF) may be used providing they meet the requirements of ANSI/TIA/EIA-568-B.3
- 5.17.4 Optical Fiber Connectors – simplex ST - ST adapter (confirm with MCCCCD).  
a) Provide two optical fiber adapters for each faceplate  
Note: Alternate duplex connector designs (i.e. SFF) may be used providing they meet the requirements of ANSI/TIA/EIA-568-B.3

5.18 VOICE/DATA WORK AREA OUTLETS (Copper only)

Single-gang mounting plate with four (4) openings containing the following devices:

- 5.18.1 Voice Outlet - 8-pin modular, Category 3/5e/6, ivory (confirm color with MCCCCD), pinned to T568A standards (confirm with MCCCCD).
- 5.18.2 Data Outlet - 8-pin modular, Category 5e/6, blue (confirm color with MCCCCD), pinned to T568A standards (confirm with MCCCCD).

5.19 VOICE/DATA WORK AREA OUTLETS

Single gang mounting plate with two openings containing the following devices:

- 5.19.1 Voice Outlet - 8-pin modular, Category 3/5e/6, ivory (confirm color with MCCCCD), pinned to T568A standards.
- 5.19.2 Data Outlet - 8-pin modular, screened (ScTP) connector, blue (confirm color with MCCCCD) pinned to T568A standards.

5.20 WALL VOICE OUTLETS

Single-gang stainless steel faceplate with six-conductor jack and wall telephone mounting lugs

5.21 DATA ONLY WORK AREA OUTLET

Single-gang faceplate with 8-pin modular, category 5e/6, black (confirm color with MCCCCD) data jack, pinned to T568A standards

5.22 VOICE ONLY WORK AREA OUTLET

Single-gang faceplate with 8-pin modular, category 3/5e/6, ivory (confirm color with MCCCCD) telephone jack, pinned to T568A standards

5.23 OPTICAL FIBER WORK AREA OUTLETS

Single-gang faceplate with an approved alternative duplex optical fiber adapter.

## 5.24 WALL MOUNTED OPTICAL FIBER PATCH PANELS

*Specification Note: Alter quantities to match job requirements*

- 5.24.1 Wall-mounted optical fiber termination panel with 12-fiber capacity, hinged door, cable strain relief, slack storage, and two 6-port (6 fiber) SC or approved alternative connector panels with adapters and provisions for two splice trays.

## 5.25 RACK MOUNTED OPTICAL FIBER TERMINATION PANEL

*Specification Note: Alter size to match job requirements. Coordinate with connector type.*

- 5.25.1 19-inch 72-port rack-mounted optical fiber termination panel with cable strain relief, grounding lugs, slack storage and three 12-port (24 fiber) duplex SC or approved alternative connector panels with adapters and provisions for six (6) splice trays.

## 5.26 OPTICAL FIBER CONNECTORS

- 5.26.1 Various alternative field installed connector designs, which meet or exceed the performance specifications in ANSI/TIA/EIA-568-B.3 (Annex A).

## 5.27 OPTICAL FIBER JUMPERS

- 5.27.1 Dual (OM4 50/125  $\mu\text{m}$  diameter) optical fiber jumper cable, 1 m long with 3.0 mm Duplex 568 SC optical fiber connectors on each end.
- 5.27.2 Dual (OM4 50/125  $\mu\text{m}$  diameter) optical fiber jumper cable, 1 m long with approved alternative duplex optical fiber connectors on each end.
- 5.27.3 Dual (OM4 50/125  $\mu\text{m}$  diameter) optical fiber jumper cable, 1 m long with 3.0 mm Duplex 568 SC optical fiber connectors on each end.
- 5.27.4 Dual (OM4 50/125  $\mu\text{m}$  diameter) optical fiber jumper cable, 1 m long with approved alternative duplex optical fiber connectors on each end.
- 5.27.5 Dual singlemode optical fiber jumper cable, 1 m long with 3.0 mm Duplex 568 SC optical fiber connectors on each end.
- 5.27.6 Dual singlemode optical fiber jumper cable, 1 m long with approved alternative duplex optical fiber connectors on each end.

## 5.28 OPTICAL FIBER PIGTAILS

- 5.28.1 OM4 (50/125  $\mu\text{m}$  diameter) optical fiber pigtail 1 m long with 3.0 mm single 568 SC optical fiber connectors on one end
- 5.28.2 OM4 (50/125  $\mu\text{m}$  diameter) optical fiber pigtail 1 m long with 3.0 mm single 568 SC optical fiber connectors on one end

5.28.3 Singlemode optical fiber pigtail 1 m long with 3.0 mm single 568 SC optical fiber connectors on one end

#### 5.29 OPEN FRAME EQUIPMENT RACK

Open frame, 19 in. equipment rack, 7 foot 6 in. overall height with flange base, mounting rails drilled front and back and tapped to EIA-310-D standards, and a front-rack mountable 10 outlet or multiple outlet electrical strip

#### 5.30 EQUIPMENT RACKS- Chatsworth, or approved equal

5.30.1 The 19 in. equipment rack shall have the following minimum requirements:

5.30.1.1 77 in. (44 rack spaces) of panel space

5.30.1.2 Welded frame construction

5.30.1.3 Locking front and rear doors

5.30.1.4 Adjustable front and back equipment mounting rails drilled and tapped to EIA-310-D standards

5.30.1.5 Both vertical and horizontal wire management. Horizontal wire management shall occupy two rack spaces (2Us) and shall be placed above and below the patch panels in the racks.

#### 5.31 LISTED BUILDING ENTRANCE PROTECTORS

Building entrance terminal utilizing a two (2) foot fuse link between the outside cable plant splice and the protector module with IDC type input and output terminals, 100-pair capacity and female mounting base, equipped with 230 volt solid state protector modules. Provide sufficient protector modules to completely populate all building entrance terminals.

#### 5.32 WIRELESS COMMUNICATIONS

5.32.1 All Wireless Access Points shall adhere to the following standards:

5.32.1.1 802.11a - 54 Mbps standard, 5 GHz

5.32.1.2 802.11b - 11 Mbps standard, 2.4 GHz

5.32.1.3 802.11g - 54 Mbps standard, 2.4 GHz

5.32.1.4 802.11n - 600 Mbps standard, 2.4 or 5 GHz

5.32.1.5 802.11ac - 1300 Mbps standard, 5 GHz

5.32.1.6 Future wireless standards that are released by IEEE.

5.32.2 All wireless access points shall be positioned so as to avoid sources of EMI and RFI

5.32.3 All wireless access points shall be configured for the minimum transmit power in order to achieve their coverage area.

5.32.4 All wireless access points shall be placed to be aesthetically compatible with their environment

5.32.5 All wireless access point enclosures shall be UL Listed for use within a plenum space.

### 5.33 GROUNDING

5.33.1 Grounding shall conform to ANSI-J-STD607(A) - *Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code®* (2005), ANSI/NECA/BICSI-568-2006 and manufacturer's grounding requirements as minimum.

5.33.2 Bond and ground equipment racks, housings, messenger cables, and raceways.

5.33.3 Connect cabinets, racks, and frames to single-point ground which is connected to building ground system via #6 AWG green insulated copper grounding conductor.

### 5.34 LABELING

5.34.1 Labeling shall conform to ANSI/TIA/EIA-606(A) standards. In addition, provide the following:

5.34.1.1 Label each outlet with permanent self-adhesive label with minimum 3/16 in. high characters.

5.34.1.2 Label each cable with permanent self-adhesive label with minimum, 1/8 in. high characters, in the following locations:

5.34.1.2.1 Inside receptacle box at the work area.

5.34.1.2.2 Behind the communication closet patch panel or punch block.

5.34.1.3 Use labels on face of data patch panels. Provide facility assignment records in a protective cover at each telecommunications closet location that is specific to the facilities terminated therein.

5.34.1.4 Use color-coded labels for each termination field that conforms to ANSI/TIA/EIA-606(A) standard color codes for termination blocks.

5.34.1.5 Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.

5.34.1.6 Label cables, outlets, patch panels, and punch blocks with room number in which outlet is located, followed by a single letter suffix to indicate particular outlet within room, i.e., S2107A, S2107B. Indicate riser cables by an R then pair or cable number (confirm with MCCCCD).

5.34.1.7 Three (3) sets of as-built drawing shall be delivered to the owner within four (4) weeks of acceptance of project by the owner. A set of as-built drawings shall be provided to the owner in electronic form and utilizing CAD software that is acceptable to the owner. The electronic media shall be delivered to the owner within six (6) weeks of acceptance of project by owner.



### 5.35 TESTING

- 5.35.1 Testing shall conform to ANSI/TIA/EIA-568-B.1 standard. Testing shall be accomplished using level IIe or higher field testers.
- 5.35.2 Test each pair and shield of each cable for opens, shorts, grounds, and pair reversal. Correct grounded, and reversed pairs. Examine open and shorted pairs to determine if problem is caused by improper termination. If termination is proper, tag bad pairs at both ends and note on termination sheets.
  - 5.35.2.1 Perform testing of copper cables with tester meeting ANSI/TIA/EIA-568-B.1 requirements.
  - 5.35.2.2 If copper backbone cable contains more than one (1) percent bad pairs, remove and replace entire cable.
  - 5.35.2.3 If horizontal cable contains bad conductors or shield, remove and replace cable.
  - 5.35.2.4 Initially test optical cable with a light source and power meter utilizing procedures as stated in ANSI/TIA/EIA-526-14A: *OFSTP-14A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant* and ANSI/TIA/EIA-526-7 *Measurement of Optical Power Loss of Installed Singlemode Fiber Cable Plant*. Measured results shall be plus/minus 1 dB of submitted loss budget calculations. If loss figures are outside this range, test cable with optical time domain reflectometer to determine cause of variation. Correct improper splices and replace damaged cables at no charge to the owner.
    - 5.35.2.4.1 Cables shall be tested at 850 and 1300 nm for multimode optical fiber cables. Cables shall be tested at 1310 and 1550 nm for singlemode optical fibers.
    - 5.35.2.4.2 Testing procedures shall utilize “Method B” – One jumper reference.
    - 5.35.2.4.3 Bi-directional testing of optical fibers is required.

### 5.36 ADDITIONAL SERVICES

Proposer may offer, on a separate page referencing this Section 5.36, additional goods and/or services including associated costs/prices that are not addressed in Section 8. 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.

## 6. 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.

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. The lowest dollar priced service **may** or **may not** indicate the successful proposer. Price constitutes only one of several evaluation criteria. 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.

## **7. RESPONDENT QUESTIONNAIRE**

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

- 7.1 Provide a brief description of company, including the date the company was established, a brief corporate history, the number of companies/institutions using your training, the number of higher education clients, and the organization's experience providing training for organizations similar in size and scope to this one.
- 7.2 State the number of years of service and experience of your company with the Arizona Quality Alliance and the Baldrige Award.
- 7.3 Describe your ability to successfully provide and/or comply with all of the items listed in Section 5, Scope of Work.
- 7.4 Describe any other qualities, qualifications, and/or examples that further demonstrate your abilities to provide the services requested in the RFP.

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

## 8. Pricing Schedule

The undersigned has read and understands all conditions and terms of RFP 3365-10, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the **pricing** indicated below.

Complete an individual Price Worksheet for each product listed in **Sub-Sections 5.5.1.1 through 5.5.1.7** on the following attached pages.

**NOTE:** ALL installs to be verified with MCCCCD to confirm manufacture preference.

No.	Description (All Items Complete per Specifications)	Mfgr	Mfgr Part No.	Unit	Unit-Price (\$)	Base-Offer QTY	Total Price
	<b><u>Horizontal station cable runs, copper, voice, data &amp; video (pricing with universal workstation outlets and without patch panel)</u></b>						
1	1-ea. category 5e cable, 150' average, installed, labeled, tested and certified			ea		10	
2	2-ea. category 5e cables, 150' average, installed, labeled, tested and certified			ea		10	
3	3-ea. category 5e cables, 150' average, installed, labeled, tested and certified			ea		10	
4	4-ea. category 5e cables, 150' average, installed, labeled, tested and certified			ea		10	
5	5-ea. category 5e cables, 150' average, installed, labeled, tested and certified			ea		10	
6	6-ea. category 5e cables, 150' average, installed, labeled, tested and certified			ea		10	
7	1-ea. category 6 cable, 150' average, installed, labeled, tested and certified			ea		10	
8	2-ea. category 6 cables, 150' average, installed, labeled, tested and certified			ea		10	
9	3-ea. category 6 cables, 150' average, installed, labeled, tested and certified			ea		10	
10	4-ea. category 6 cables, 150' average, installed, labeled, tested and certified			ea		10	
11	5-ea. category 6 cables, 150' average, installed, labeled, tested and certified			ea		10	

12	6-ea. category 6 cables, 150' average, installed, labeled, tested and certified			ea		10	
13	Unit cost to add or subtract from 150' long category 5e cable, installed			Ft		10	
<b>No.</b>	<b>Description (All Items Complete per Specifications)</b>	<b>Mfgr</b>	<b>Mfgr Part No.</b>	<b>Unit</b>	<b>Unit-Price (\$)</b>	<b>Base-Offer QTY</b>	<b>Total Price</b>
14	Unit cost to add or subtract from 150' long category 6 cable, installed			Ft		10	
	<b><u>Video cables (priced w/o video patch panel)</u></b>						
15	1-ea. RG-6 coax, plenum rated, 150' long, installed, labeled, w/o termination			ea		10	
16	1-ea. RG-6 coax, riser rated, 150' long, installed, labeled, w/o termination			ea		10	
17	Terminate & test RG-6 Coax, 2-ends, type F			ea		10	
18	1-ea. RG11, plenum rated, 150' long, installed, labeled, w/o termination			ea		10	
19	1-ea. RG11, riser rated, 150' long, installed, labeled, w/o termination			ea		10	
20	Terminate & Test RG-11 Coax, 2-ends			ea		10	
21	Unit cost to add or subtract from 150' long RG-6 coax cable, installed			Ft		10	
22	Unit cost to add or subtract from 150' long RG-11 coax cable, installed			Ft		10	
	<b><u>Multi pair copper cables (OSP cable pricing assumes clear conduits are available)</u></b>						
23	1-ea. 25 pair plenum feed cable, installed			Ft		1	
24	1-ea. 50 pair plenum feed cable, installed			Ft		1	
25	1-ea. 100 pair plenum feed cable, installed			Ft		1	
26	1-ea. 300 pair plenum feed cable, installed			Ft		1	
	<b><u>Fiberoptic cables, Innerduct, LIUs, splices &amp; connectors (Fiber Prices shall not include innerduct)</u></b>						
27	1-ea. 2 strand 50/125 multimode Plenum, installed			Ft		1	
28	1-ea. 6 strand 50/125 multimode Plenum, installed			Ft		1	
29	1-ea. 12 strand 50/125 multimode Plenum, installed			Ft		1	

30	1-ea. 24 strand 50/125 multimode Plenum, installed			Ft		1	
31	1-ea. 2 strand 62.5/125 multimode Plenum, installed			Ft		1	
<b>No.</b>	<b>Description (All Items Complete per Specifications)</b>	<b>Mfgr</b>	<b>Mfgr Part No.</b>	<b>Unit</b>	<b>Unit-Price (\$)</b>	<b>Base-Offr QTY</b>	<b>Total Price</b>
32	1-ea. 6 strand 62.5/125 multimode Plenum, installed			Ft		1	
33	1-ea. 12 strand 62.5/125 multimode Plenum, installed			Ft		1	
34	1-ea. 24 strand 62.5/125 multimode Plenum, installed			Ft		1	
35	1-ea. 6 strand 50/125 multimode riser, installed			Ft		1	
36	1-ea. 12 strand 50/125 multimode riser, installed			Ft		1	
37	1-ea. 24 strand 50/125 multimode riser, installed			Ft		1	
38	1-ea. 6 strand 62.5/125 multimode riser, installed			Ft		1	
39	1-ea. 12 strand 62.5/125 multimode riser, installed			Ft		1	
40	1-ea. 24 strand 62.5/125 multimode riser, installed			Ft		1	
41	1-ea. 6 strand singlemode Plenum, installed			Ft		1	
42	1-ea. 12 strand singlemode Plenum, installed			Ft		1	
43	1-ea. 24 strand singlemode Plenum, installed			Ft		1	
44	1-ea. 6 strand singlemode riser, installed			Ft		1	
45	1-ea. 12 strand singlemode riser, installed			Ft		1	
46	1-ea. 24 strand singlemode riser, installed			Ft		1	
47	1-ea. Innerduct, 1", non-rated, installed			Ft		1	
48	1-ea. Innerduct, 1", riser rated, installed			Ft		1	
49	1-ea. Innerduct, 1", plenum rated, installed			Ft		1	
50	Install non-corrosive pull rope in 1" innerduct			Ft		1	
51	Coupler, fiber, ST, 50/62.5 multimode, installed, and certified for either 50 or 62.5			ea		10	
52	Coupler, fiber, ST, singlemode, installed, and certified			ea		10	
53	Coupler, fiber, SC, 50/62.5 multimode, installed, and certified for either 50 or 62.5			ea		10	
54	Coupler, fiber, SC, singlemode, installed, and certified			ea		10	
55	12 port wall mount LIU, installed			ea		1	
56	24 port wall mount LIU, installed			ea		1	

57	12 port rack mount LIU, 19", installed			ea		1	
58	24 port rack mount LIU, 19", installed			ea		1	
No.	Description (All Items Complete per Specifications)	Mfgr	Mfgr Part No.	Unit	Unit-Price (\$)	Base- Offer QTY	Total Price
59	48 port rack mount LIU, 19", installed			ea		1	
60	72 port rack mount LIU, 19", installed			ea		1	
61	Terminate, test and certify 50/62.5 multi-mode fiberoptic cable - inside plant - ST			ea		10	
62	Terminate, test and certify 50/62.5 multi-mode fiberoptic cable - inside plant - SC			ea		10	
63	Terminate, test and certify single Mode fiberoptic cable - inside plant - ST			ea		10	
64	Terminate, test and certify single Mode fiberoptic cable - inside plant - SC			ea		10	
65	Splice, 50/62.5 multimode, inside plant			ea		10	
66	Splice, singlemode, inside plant			ea		10	
	<b><u>Relay racks, ladder rack, cabinets, rack / cabinet accessories &amp; grounding</u></b>						
67	Rack, 19", 7' without vertical wire mgt, installed			ea		10	
68	Cabinet, 19" floor mount, w/o fan, filters, power strips, vertical wire mgt, installed			ea		10	
69	Cable ladder, 18" wide, installed			Ft		100	
70	Wall angle support, for cable ladder, 18", installed			ea		10	
71	Rack to rung kit, for cable ladder, 18", installed			ea		10	
72	Cable ladder, 12" wide, installed			Ft		10	
73	Wall angle support, for cable ladder, 12", installed			ea		10	
74	Rack to rung kit, for cable ladder, 12", installed			ea		10	
75	Wall angle support, for cable ladder, 8", installed			ea		10	
76	Rack to rung kit, for cable ladder, 8", installed			ea		10	
77	Rack coupler kits, swivel kits, or corner junctions, installed			ea		10	
78	Cabinet, IDF wall mounted, w/o fan, filters, power strips, installed			ea		10	
79	Equipment shelf, IDF cabinet, installed			ea		100	
80	Ground bus bar, rack mount, installed			ea		10	
81	Ground bus bar, wall mount, installed			Ea		10	
82	Backboard, fire-rated, 4' x 8' x 3/4", w/ 2-coats of fire retardant paint, installed			Ea		10	

No.	Description (All Items Complete per Specifications)	Mfgr	Mfgr Part No.	Unit	Unit-Price (\$)	Base-Offer QTY	Total Price
83	Wire, 6 AWG, stranded, green, per foot installed			ea		10	
84	Ground lugs for AWG 6 copper, installed			ea		10	
	<b><u>Patch panels, wire managers &amp; voice termination blocks</u></b>						
85	12 Port Category 5e patch panel, installed			ea		10	
86	24 Port Category 5e patch panel, installed			ea		10	
87	48 Port Category 5e patch panel, installed			ea		10	
88	12 Port Category 6 patch panel, installed			ea		10	
89	24 Port Category 6 patch panel, installed			ea		10	
90	48 Port Category 6 patch panel, installed			ea		10	
91	Wall mount assembly for 12 port Category 5e/6 patch panel, installed			ea		10	
92	Wall mount assembly for 24 port Category 5e/6 patch panel, installed			ea		10	
93	Wall mount assembly for 48 port Category 5e/6 patch panel, installed			ea		10	
94	Manager, vertical, 7', single sided, installed			ea		10	
95	Horizontal wire manager, installed			ea		10	
96	Vertical wire manager, 7', single sided, installed			ea		10	
97	Vertical wire manager, 7', double sided, installed			ea		10	
	<b><u>OSP protection, OSP splicing</u></b>						
98	25 pair protection unit, 110 in, 110 out or 66 in, 66 out, installed			ea		10	
99	100 pair protection unit, 110 in, 110 out or 66 in, 66 out, installed			ea		10	
100	Protector, solid state, installed			Pr		100	
101	25 pair splice modules, 710 type, installed			ea		10	
	<b><u>Other</u></b>						
102	Power pole, for 8' ceiling height, installed			ea		10	
103	Power pole, for 10' ceiling height, installed			ea		10	
104	Surface mount raceway, decorator style, category, sized for min. of 8-ea cat-5e/6 cables, installed			Ft		10	
105	Surface mount box, single gang, installed			ea		10	
106	Surface mount box, double gang, installed			ea		10	
No.	Description (All Items Complete per Specifications)	Mfgr	Mfgr Part No.	Unit	Unit-Price (\$)	Base-Offer QTY	Total Price



107	Re-terminate, test and certify existing Cat 5e/6 cable to new faceplate, per cable (not including UWO)			ea		1000	
108	Re-terminate, test and certify existing Cat 5e/6 cable to new patch panel, per cable (not including patch panel)			ea		1000	
109	Poke-throughs, Supply And Install (Include concrete coring and firestop)			ea		10	
110	Universal Workstation Outlet w/ 1-Cat 5e socket, supply and install			Ea		10	
111	Universal Workstation Outlet w/ 2-Cat 5e sockets, supply and install			Ea		10	
112	Universal Workstation Outlet w/ 3-Cat 5e sockets, supply and install			Ea		10	
113	Universal Workstation Outlet w/ 4-Cat 5e sockets, supply and install			Ea		10	
114	Universal Workstation Outlet w/ 5-Cat 5e sockets, supply and install			Ea		10	
115	Universal Workstation Outlet w/ 6-Cat 5e sockets, supply and install			Ea		10	
116	Universal Workstation Outlet w/ 1-Cat 6 socket, supply and install			Ea		10	
117	Universal Workstation Outlet w/ 2-Cat 6 sockets, supply and install			Ea		10	
118	Universal Workstation Outlet w/ 3-Cat 6 sockets, supply and install			Ea		10	
119	Universal Workstation Outlet w/ 4-Cat 6 sockets, supply and install			Ea		10	
120	Universal Workstation Outlet w/ 5-Cat 6 sockets, supply and install			Ea		10	
121	Universal Workstation Outlet w/ 6-Cat 6 sockets, supply and install			Ea		10	
122	Conduit bushing, 1"-4", provide and install			Ea		100	
123	Floor penetration, 4", w/ firestop			Ea		10	
124	Wall penetration, 4", w/ firestop			Ea		10	
125	Firestop bags, per bag installed			Ea		100	
126	Innerduct plugging, 1 or 1 1/4-inch " innerduct			Ea		10	
127	Duct plugging, 4" conduit			Ea		10	
128	Cable bonding shield			Ea		10	
129	D-ring			Ea		100	
<b>No.</b>	<b>Description (All Items Complete per Specifications)</b>	<b>Mfgr</b>	<b>Mfgr Part No.</b>	<b>Unit</b>	<b>Unit-Price (\$)</b>	<b>Base-Offer QTY</b>	<b>Total Price</b>

	<b>Base labor rates, including local trip charges and per diem - within 60 miles from center of Phoenix or Tucson</b>						
130	Installer, cable pulling			Per hr		100	
131	Service Technician			Per hr		100	
132	Low Voltage Technician			Per hr		100	
133	Structured Cable, termination, testing, certification Technician			Per hr		100	
134	Fiberoptic Cable, termination, testing, certification Technician			Per hr		10	
135	Fiber Optic Technician			Per hr		10	
136	Lead Foreman			Per hr		10	
137	Project Manager			Per hr		10	
138	CAD Drafter			Per hr		10	
139	<b>TOTAL EXTENDED PRICE</b>						

8.1 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.**

**9. 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**

<b>BIDDER'S STATEMENT</b>
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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 five (5) 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? \_\_\_\_\_

ATTACHMENT A

**ADDITIONAL BUSINESS INFORMATION (continued)**

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

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9. Account Manager Information:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Pager: \_\_\_\_\_

10. Contractors License Number(s):

TYPE	NUMBER
_____	_____
_____	_____

11. Do you ever sub-contract any of your services?

\_\_\_\_\_ NO

\_\_\_\_\_ YES

If YES, which services?: \_\_\_\_\_

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**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**



**MCCCD STUDENT INFORMATION SYSTEM  
NON-DISCLOSURE AGREEMENT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Company Name

I, \_\_\_\_\_, agree that when given access to the Maricopa County Community College District Student Information System (SIS) database or file,

I will not reveal or attempt to reveal any individually identifiable information furnished, acquired, retrieved, or assembled by me in connection with the SIS database for any purpose;

I will not disclose to the public or otherwise, information from which a student's records could be identified;

I will not permit any other person to use a SIS account or password;

I will not attempt to identify individual students in the SIS database by joining that data with other data available to me;

I will ensure that information extracted from the SIS database is safeguarded and stored in a location and medium not accessible to anyone else but a MCCCD authorized person;

I will report any loss or breach of security to the MCCCD Purchasing Office (Attn: Keith Killourie / 480-731-8518) immediately;

I have read and agree to be bound by the Non-Disclosure Agreement between Maricopa County Community College District and my Company.

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Company Name