



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3471-10

Custodial Services – Scottsdale Community College

Proposal Due Date

November 13, 2020 (3:00 PM local time)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP # 3471-10

Custodial Services – Scottsdale Community College

SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	October 8, 2020
Pre-Bid Walk Through - By appointment Only	October 15 – 23, 2020
Questions Due	October 28, 2020
Proposals Due	November 13, 2020
Proposed Contract Award	January 2021

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ACKNOWLEDGMENT OF RECEIPT

RFP # 3471-10

Custodial Services – Scottsdale Community College

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

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

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

Name of Firm: _____

Address: _____

Tel #: _____ Fax #: _____

E-Mail: _____

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

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

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

GENERAL

1.1 INTRODUCTION

It is the intent of the Maricopa County Community College District (MCCCD or the District) to select a Contractor, which is deemed the most favorable as determined by the evaluation criteria described herein, to perform complete custodial services at Scottsdale Community Colleges. Site specifications and work schedule are detailed in Section 3. **This IS an all or nothing award.**

1.2 MCCCD DISTRICT MAKE-UP

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

1.3 HISTORY

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

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

1.4 CURRENT ENVIRONMENT

The Maricopa County Community College District, along with most educational entities in the State of Arizona, has been dealing with decreased funding support from the State for many years. In 2015, the State of Arizona eliminated all of the funding it was providing to help support MCCCD's operations. In addition to the loss of all funding from the State, MCCCD has experienced a decrease in student enrollment, which is a typical trend for all community colleges during strong economic times.

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

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

1.5 STRATEGIC PARTNERSHIPS

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

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

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

1.6 VALUE ADDED OFFERINGS:

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

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

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

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

PROPOSAL INSTRUCTIONS

2.1 PURPOSE OF RFP

The purpose of this RFP is to identify a single company to provide complete custodial services at Scottsdale Community College.

2.2 PROPOSAL QUESTIONS

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

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

Questions must be sent by mail or e-mail. Questions will only be accepted until October 28, 2020. We will not respond directly to the company asking the question. All questions received within the question period will be acknowledged even if an answer cannot be provided. Responses to the questions received by the deadline will be answered in the form of an addendum and sent to all known potential respondents, based on returned Acknowledgement of Receipt forms, on/about November 2, 2020.

2.3 PROPOSAL SUBMISSION

Pre-Bid Walk Through – By Appointment Only

Due to the COVID pandemic, we will not hold a pre-bid meeting. You can schedule a walk-through of the campus with the Facilities Office. Appointments are available October 15th – October 23th with the following restrictions -

- Only 1 (one) company representative will be allow to tour the campus
- Only 5 (five) companies will be allowed to tour the campus per day
- Must check in at the Facilities Office Building ME off of parking lot A

To schedule an appointment, please email your request to the following people –

- Vanessa Young - vannessa.young@scottsdalecc.edu
- Brian Dodge - brian.dodge@scottsdalecc.edu

Each company representative will receive a campus map, floorplans, cleanable square footage and additional information at the time of their appointment.

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

For the submission of RFP 3471-10 proposers will be required to submit their proposals electronically via a PDF file.

The proposals must be sent via email to: Keith.killourie@domail.maricopa.edu.

Be aware that MCCCCD email accounts limit file attachment size to 25MB. Your file must be compressed to that size, placed into a zip folder, or divided into multiple emails to meet that file size limit.

The Proposals must be received no later than 3:00 P.M. (local time), November 13, 2020. Proposals received after this time and date shall not be considered and will be returned unopened

NOTE: If you are hand carrying or having a proposal package hand delivered, you or the delivery agent should allow sufficient time to arrive, park, and go through security prior to dropping off your proposal package. This applies to any other method of delivery (FedEx, UPS, USPS, etc.) as well. Late proposals will not be accepted or considered for award. Regardless of the method of delivery, it is your responsibility to insure on-time delivery of the proposal package.

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

2.4 AWARD DETERMINATION

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

2.5 PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. Unless it is critical for the evaluation of a proposal, the District discourages the submission of proprietary information and undertakes to provide no more than

reasonable efforts to protect the proprietary nature of such information. The District's Purchasing Manager will review all proprietary information after the proposals are opened and, in conjunction with District General Counsel, make a determination if the information provided meets the classification as proprietary. If the information cannot be classified as proprietary by the District, the Proposer shall be notified and provided to the opportunity to redact that information from their proposal. Any redacted information will not be considered when evaluating the proposal. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

2.6 PROPOSAL FORM

All proposals must be submitted in writing. Oral, telephone, facsimile (fax machine) or computer data transfer proposals will not be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. No proposal shall exceed fifty (50) typewritten pages in length plus any pricing schedule(s), exhibits, resumes, proposed draft revenue sharing agreement, or attachments.

2.7 PROPOSER MODIFICATIONS TO PROPOSALS

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

2.8 WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their proposal by written request at any time prior to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline and shall be binding upon Proposer for a period of ninety (90) days after due date. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

2.9 PROPOSAL COSTS

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

2.10 ORAL PRESENTATIONS

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

2.11 AWARD WITHOUT DISCUSSION

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

2.12 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award with a specific contract start date will be made prior to commencement of performance. The services outlined in the RFP are estimated to start July 1, 2020. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 4 one-year option periods for a total contract period not to exceed five years. However, if a mutually beneficial strategic agreement can be reached that would benefit from a longer term, those terms will also be considered.

2.13 MCCCCD MODIFICATIONS TO PROPOSALS

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

2.14 NON-COLLUSION

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

Section Two: PROPOSAL INSTRUCTIONS

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SCOPE OF WORK

3.0 The Contractor agrees that all work performed under this contract shall be done in a manner consistent with the specification herein.

3.1 The Contractor and all employees shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act, including the requirement for a Blood-borne Pathogens program.

3.2 The Contractor shall protect MCCCDC property from damage or loss arising from work performed under this contract, and shall immediately reimburse or make repairs or replacements to the satisfaction of MCCCDC. Any occurrence of damage must be reported in writing within **24** hours of the incident. Cost of repairs for any damage caused by the Contractor which has to be repaired by MCCCDC shall be deducted from payments due.

3.3 The Contractor shall take all necessary precautions for the safety of students, employees or the public and comply with all applicable provisions of Federal, State and Municipal Safety requirements. The Contractor shall confine all equipment, materials and operations to the area limited by the Director, Buildings & Grounds or an authorized designee. The Contractor shall perform the work so as to minimize disruption of the normal operations of the site. Appropriate caution signs shall be furnished by the Contractor and used as required by OSHA guidelines.

3.4 No alcohol, weapons, or illegal drugs are allowed on MCCCDC property.

Scottsdale Community College is now a smoke- and tobacco-free campus, which means smoking and tobacco usage on any part of campus property is prohibited. The ban applies to all areas within campus boundaries, including the inside of buildings, walkways and parking lots.

It does not extend beyond school boundaries, such as public perimeter sidewalks.

3.5 EMPLOYEES

3.5.1 The Contractor agrees to utilize only TRAINED, experienced, responsible and capable people in the performance of the work. Employees shall perform their duties with safe work habits and be trained on the safe and proper use of cleaning supplies and equipment. The Contractor shall ensure that employees are trained on OSHA requirements, including the contents of the MSDS sheets. The Contractor also agrees to provide only those employees that has successfully passed a criminal background check. MCCCDC may require that the Contractor remove from the job site, employees who endanger persons or property.

3.5.2 The Contractor shall submit a current list of the names of employees who perform or may work under the contract to the Director of Facilities accompanied by their respective background checks/clearance and shall report any changes within 48 hours. The Contractor will install a biometric time clock on site for use by Contractor employees and a monthly timesheet report will be submitted with monthly invoice.

3.5.3 Fidelity bonding for all employees performing work under the contract shall be obtained by the Contractor.

3.5.4 Contractor employees will not open desk drawers or cabinets at any time and will not tamper with office machines, MCCCCD equipment or MCCCCD employees' personal property.

3.5.5 All Contractor employees shall wear appropriate Contractor identification badges and uniforms while on MCCCCD property.

3.5.6 Contractor employees will take breaks/lunches only in designated areas approved by the College.

3.5.7 Project Manager. The Contractor is responsible for designating as a Supervisor a person who is capable of assuring competent work performance. This person shall remain on site throughout the day shift (Monday – Friday 6:00 AM to 3:00 PM) and have the authority to make decisions concerning day to day operations and emergency situations and shall be competent in matters relating to specific job tasks involved under the contract.

The Supervisor shall be literate and fluent in the English language. Reasons for this include, but are not limited to, the necessity to understand emergency warnings and hazards, read notifications and prepare reports, and communicate effectively with MCCCCD personnel. The Supervisor shall be responsible for any problems with members of the crew that are a result of lack of understanding of the English language, such as reading of chemical labels or safety warnings. The Supervisor shall be thoroughly acquainted with the contents of the MSDS sheets.

3.5.8 Designated telephones on the site are to be used only by the Supervisor, and for emergency purposes only.

3.5.9 Access. No one except authorized employees of the Contractor are allowed on MCCCCD property. Employees are not to be accompanied in the work area by acquaintances, family members or any other persons who are not authorized Contract employees. Access to the building, issuance and control of keys, (also to include key cards or key fobs), and reporting shall be coordinated through the site Facilities Department. Also, Contractor employees shall not use the keys in their possession to allow access to any other individuals. Individuals in the building must use the keys assigned for access.

3.5.10 Keys and Access Control Cards. Unless otherwise agreed upon and approved by the Director of Facilities, all keys (also to include access control cards or key fobs) will be furnished by SCC and returned

to a designated location at the end of the work shift. Replacement costs for lost keys and resultant re-keying charges shall be the responsibility of the Contractor. Keys remain the property of MCCCCD and shall not be duplicated by the Contractor's employees. There will be a \$25.00 charge for each key damaged through misuse. **All doors shall be locked and alarm system reset upon completion of work. Contact SCC Safety Department to operate alarm system before entry and upon exit.**

3.5.11 **Security System.** If the security system is tripped by a Contractor's employee, College Safety should be notified immediately. If College Safety is not notified, a charge could occur. This charge will be passed on to the Contractor and will be deducted from the next monthly invoice.

3.6 **COMMUNICATION** MCCCCD feels that ongoing communication is essential for an effective, long term partnership. Consequently, the following shall be requirements of the contract.

3.6.1 **Contract Supervisor.** The Contractor shall appoint a full time Contract Supervisor, with cell phone access, whom will be the main contact with the Director of Facilities, or designee. The Contract Supervisor will meet with the Director of Facilities on a regular agreed-upon basis **(at least bi-monthly)** and accompany the Director of Facilities on site inspections as requested. The Contract Supervisor will be responsible for random, independent site inspections at a time and frequency the Contract Supervisor deems necessary but at least once weekly. **A written report (by e-mail) with any accompanying photos shall be provided for ALL site inspections as an official record.**

3.6.2 **DAILY LOG.** A Daily report shall be submitted in writing **(by e-mail) each work day to the Director of Facilities or designee as an official record of activity. The Contractor shall supply a Daily Log form which is acceptable to the Director of Facilities or designee. Failure to comply with this requirement may be grounds for termination of the contract.** The Daily Log shall contain as a minimum:

1. A check list of all daily requirements to be performed, as well as monthly, quarterly or yearly requirements and any work orders closed.
2. **A sign in/out sheet. All Crew personnel must sign in and out every shift** at the designated location where keys can be picked up and returned. (No person is allowed to sign in or out for another employee or return their keys.) Contractor to provide biometric time clock.
3. The agreed upon work schedule start time **MUST** be shown.
4. An additional comments/reply section.

3.6.3 The Daily Log shall be reviewed by the Supervisor upon arrival for work to obtain information regarding additional requirements for the work schedule and discrepancies reported by MCCCCD personnel in work performance. The Supervisor shall be responsible for checking and signing to the fact

that all the daily requirements have been met, that only those crew personnel actually present have signed in and out, and that a reply of action is given for each comment listed. The Supervisor should also list any additional comments necessary to be brought to the attention of the Director of Facilities, such as lighting, mechanical, and plumbing problems or security considerations.

Non-compliance with requirements or falsification of the Daily Log shall be brought to the attention of the Contractor for immediate corrective action. Such action shall be reported to MCCCCD.

3.7 CLEANING SUPPLIES

3.7.1 The Contractor is responsible for furnishing all equipment and all cleaning supplies necessary to perform the contract requirements. All cleaning equipment, dispensers and supplies must be maintained in a safe working manner. THE CAMPUS WILL SUPPLY ALL CONSUMABLES / REFILL SUPPLIES FOR ALL DISPENSERS. THIS WILL INCLUDE DISPENSER BATTERIES, TOILET PAPER, PAPER TOWELS, SOAP CARTRIDGES, HAND SANITIZER CARTRIDGES, AIR FRESHENER REFILLS, URINAL SCREENS, TRASH CAN LINERS AND LIGHT BULBS. The Contractor shall ensure that sufficient quantities of equipment and cleaning supplies are kept available to avoid shortages and to alert the Director of Facilities or designee of any shortage of these items.

3.7.2 The Contractor is responsible for furnishing electrostatic disinfection equipment and electrostatic disinfecting solution sufficient to disinfect areas cleaned daily. The disinfecting solution will meet current EPA (Environmental Protection Agency) registration and certifications.

3.7.3 Usage A quarterly usage report of all cleaning supplies, paper and plastic products, soap, etc., shall be provided as a requirement of the contract.

3.7.4 The Contractor shall submit for approval a list of all products to be used to fulfill the requirements of the contract. If, in the judgment of MCCCCD, the Contractor's equipment and cleaning products do not provide effective sanitation and cleanliness of the facilities or are not aesthetically acceptable, the Contractor will be asked to make substitutions which are agreed upon by the Director of Facilities. The Contractor is responsible for providing the Director, Facilities all hazardous safety data sheets (SDS) for all chemicals used, and maintain a current SDS book at the site. All cleaning equipment and supplies shall be used in accordance with manufacturer's directions.

3.7.5 All equipment, supplies, and other materials are to be stored in specific areas designated by the Director, Facilities. The Contractor shall be responsible to keep these areas neat and clean to meet OSHA requirements and fire codes.

3.7.6 All equipment shall be kept in good working order at all times.

3.7.7 All paper, plastic, soap and cleaning supplies must be Green Seal Certified products that are recyclable, biodegradable and nonpolluting.

3.8 Recycling Program. As a requirement of this contract, the Contractor will assist in any recycling program in place or subsequently begun at the site by the regular emptying of recycling containers. No Contractor employee shall engage in independent recycling.

3.9 Written approval from the Director of Facilities is required prior to performing work beyond the requirements of this RFP. Failure to obtain prior written approval will result in nonpayment of the resultant invoice. Written approval shall be submitted with the itemized invoice.

3.10 Any additional materials, equipment or labor needed to meet the requirements of these specifications shall be supplied by the Contractor as part of this contract.

3.11 Evaluation of Contractor

MCCCD may evaluate the Contractor on a long-term basis and prior to agreement for future contract extensions based upon, but not limited to, the following:

1. Quarterly Business Review Scorecard (QBR) and Custodial Inspection Reports performed by SCC Facilities Management (examples attached).
2. Ability to assist MCCCD in long-term cost control through recommendations and progressive planning.
3. Ability to assist SCC with its green initiatives through both products and services.
4. Performance, to include as a minimum:
 - a. Stability of work force, including compliance with all work and meeting staffing requirements.
 - b. Understanding of and response time for addressing deficiencies.
 - c. Training, reliability, appearance and conduct of employees.
 - d. Flexibility in changes to work requirements or schedule required by SCC.
 - e. Dedication of point of contact for communication of contract issues.
 - f. Inspections and reporting (including usage reports).
 - g. Quality of equipment and products used.
 - h. Demonstrated understanding of expectations for a clean campus.
 - i. Cleaning to ARPA Level 3 Standard'

3.12 WORK SCHEDULE

The standard work schedule is as follows:

The work week for building cleaning will be Monday night through Friday night throughout the year. Scheduled Holidays for these locations are only Memorial Day, Labor Day, 4th of July, Thanksgiving Day, Christmas and New Year's Day. Cleaning hours will be between 8:00pm and 6:30am. Daily work shall be after the normal site work day and scheduled in such a way that it does not disrupt the functions of the site. Work schedule may be required to be modified due to unforeseen circumstances, i.e. change in class schedule, pandemic, natural disaster, etc.

THE SCHEDULE MUST BE APPROVED BY THE SCC DIRECTOR OF FACILITIES OR DESIGNEE; PRIOR TO BEGINNING WORK UNDER THE CONTRACT. ANY CHANGES TO THE SCHEDULE MUST BE AGREED UPON PRIOR TO THE CHANGE TAKING PLACE.

3.13 ADDITIONAL PERSONNEL

Porter Service

The duties of the porters will be as follows: Servicing of public restrooms during the business day to keep busy restrooms in service, hygienic and stocked with product. The locations will be provided to the Porter by Scottsdale Community College. The porter will move to and from restroom locations in a predetermined route, checking stock, disinfecting high touch points, cleaning where necessary, assuring that these student service and classroom building restrooms meet the needs of the public. Porters or other contract staff will disinfect high touch points in classrooms or any other areas deemed necessary by SCC. In cases of emergency for a quick cleanup, i.e. spill on floor, restroom emergency, etc. the Contractor single point of contact (Project Manager) will be contacted. Contractor will also provide SCC with night time supervisor and weekend Day Porter cellular telephone numbers. Contractor will be responsible for the above mentioned employees to have at all times a working cellular telephone in their possession while on campus.

Porter Schedule

Early Morning Day Porter: (1 employee) Monday through Friday, 5:00am to 1:30pm with a 30 minute lunch period, not required on days SCC campus is closed.

Morning Day Porter: (1 employee) Monday through Friday, 6:00am to 2:30pm with a 30 minute lunch period, not required when SCC campus is closed.

Afternoon Day Porter: (1 employee) Monday through Friday, 11:30am to 8:00pm with a 30 minute lunch period, not required when SCC campus is closed.

Weekend & Athletic Events Day Porter: Service is required (1 employee). Wednesday through Sunday, 10:30am to 7:00pm with a 30 minute lunch period, not required when SCC campus is closed. Scottsdale Community College athletic and civic events occur with various dates through the year, ranging from three to as many as ten hours per event.

Utility Day Porter

The Contractor shall provide one (1) Utility Day Porter that will work Monday through Friday 5:00 am to 1:30 pm with a 30 minute lunch period, not required when SCC campus is closed. The Utility Day Porter shall be literate and fluent in the English language with speaking, reading and writing skills to seamlessly

Section Three: SCOPE OF WORK/SPECIFICATIONS

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interact with both internal and external customers, faculty and staff. Utility Day Porter is required to have a working cellular telephone in their possession while working on the SCC campus.

Duties for the Utility Day Porter will include but not be limited to event setup/takedown of temporary furniture and tents, furniture moving, minor furniture assembly and/or disassembly, pickup/deliver materials across campus, assist Craft department in the lifting, moving, cleaning and placement of equipment and light bulb changes under 10 Feet. They will assume all other duties as assigned by the Director of Facilities or designee.

3.14 ADDITIONAL SERVICES

Proposer may offer, on a separate page referencing this Section 3.14, additional goods and/or services including associated costs/prices that are not addressed in the RFP. The District retains the absolute and sole discretion to examine and consider these additional goods/service options for inclusion in the contract awarded under this RFP.

3.15. SPECIFICATIONS

CLEANABLE AREA Measurements will be verified by the Contractor. Scottsdale Community College will not be responsible for any shortages or overruns due to a discrepancy of a specified square footage amount.

Scottsdale Community College		
Campus Cleaning Overview	SQFT	
Campus Built Footprint w/ travel path	1,695,041	
Head Count Students - Fall 2020	7,000	
Head Count Full Time employees - Fall 2020	359	
Head Count all employees – Fall 2020	991	
Building Name	Building SF	Cleanable SF
Applied Sciences - AP	49,000	41,404
Art - AB	23,628	15,769

Section Three: SCOPE OF WORK/SPECIFICATIONS

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Cloud Song - BUS & ICC	27,780	25,940
Computer Science & Math - CM	35,310	26,266
Faculty Office Building - FOB	5,040	4,469
Film School Hub - FSH	7,599	5,349
Fitness Wellness Center - FWC	31,829	21,380
Health Sciences - HES	15,700	13,758
Information Technology - IT	18,470	13,956
Language & Communications - LC	57,230	36,496
Library - LIB	47,984	44,067
Music - MUS	17,530	14,612
Natural Sciences - NS	47,310	39,407
Performing Arts Center - PAC	18,203	13,132
Physical Education - PE	58,320	48,465
Receiving - REC	1,320	810
Social Behavioral West	7,810	6,293
Social Behavioral East	27,716	23,789
Student Center - SC	44,730	29,740
Science Lecture- SL	25,584	22,872
University Center - UC	7,800	5,678
Student Services - SS	7,919	6,068
Maintenance - ME	12,210	5,030
Center for Urban and Natural Life - CNUW	3,960	3,428
Concession Stand - CS	3,272	718
Total Square Footage	603,254	468,896

Section Three: SCOPE OF WORK/SPECIFICATIONS

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Classroom Buildings:

	Service Area Cleaning Procedures	Frequency
A	Classrooms, Admin. Office, Library, Performing Arts and Cafeteria Buildings-includes hallways and entryways.	Daily
A.1	Vacuum carpet and straighten furniture	
A.2	Vacuum outdoors mats	
A.3	Sweep entryway	
A.4	Disinfection of high touch points	
A.5	Mop any hard floor surface	
A.6	Clean chalkboard/whiteboards and trays	
A.7	Clean erasers	
A.8	Empty waste containers/replace liners	
A.9	Empty pencil sharpeners	
A.10	Replace lamps if burned out (recessed and fluorescent-ceilings no higher than 10')	
A.11	Clean metal trim, water fountains: treat with dressing	
A.12	Spot clean case glass and counters	
A.13	Clean glass doors	
A.14	Clean telephones	
A.15	Spot clean desktops	
A.16	Remove graffiti	
A.17	Report any needed repairs to the supervisor/facilities	
		Weekly
A.18	Dust flat surfaces	
A.19	Spot-clean walls and doors	

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A.20	Spot-clean carpets	
A.21	Clean glass cases and counters	
A.22	Clean desktops	
A.23	Remove spider webs-doorway and overhang areas	
		Monthly
A.24	Dust blinds	
A.25	Spray buff floors	
A.25a	E-Mist & disinfect all classrooms & common areas	
		Quarterly
A.25b	Washing interior of all window glass	
A.26	Dust and clean all return and supply air vents	
A.27	Perform interim carpet care	
A.28	Clean trash containers	
		Semi-Annually
A.29		
A.30	Clean upholstered Furniture	
A.31	Clean all carpeting (dry or wet extraction)	
A.32	Clean windows-inside and outside	
A.33	Clean light fixtures (10' limit)	

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Restrooms, Lockers Rooms and Weight Room:

	Service Area Cleaning Procedures	Frequency
B	Restrooms, locker rooms and weight room - includes entryway to restroom	Daily
B.1	Clean wash bowls and mirrors	
B.2	Disinfection of high touch points	
B.3	Clean/disinfect toilet bowls	
B.4	Clean/disinfect urinals	
B.5	Empty waste containers/replace liner	
B.6	Restock soap, toilet paper, & paper towels	
B.7	Spot clean all tile and partition surfaces	
B.8	Spot clean walls and doors	
B.9	Clean Metal trim, water fountains: treat with dressing.	
B.10	Sweep/dust - mop floors	
B.11	Wet mop floors with disinfectant cleaner	
B.12	Remove graffiti	
B.13	Replace lamps if burned out (recessed and fluorescent 10' height limit)	
B.14	Report any needed repairs to the supervisor/facilities	
B.15	Waterless urinal cartridges are to be inspected daily for functionality and maintained per manufacturers specifications	
		Weekly
B.15a	Clean waterless urinal cartridges per manufacturers specifications	
B.16	Scrub floors	
B.17	Clean partitions and doors	
B.18	Clean all tile surfaces	

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B.19	Dust open, flat surfaces	
B.20	Clean all walls and doors	
B.20a	E-Mist & disinfect all surfaces	
		Monthly
B.21	Clean trash containers	
B.23	Dust and clean all return and supply air vents	
B.24	Clean light fixtures (10' height Limit)	
B.25	Clean all hard water stains/deposits from any surface	

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Science Labs:

	Service Area Cleaning Procedures	Frequency
C	Science Building Lab-includes hallways, entryways & storerooms.	Daily
C.1	Clean lab sink(s) and counters	
C.2	Disinfection of high touch points	
C.3	Clean telephones	
C.4	Empty waste containers/replace liners	
C.5	Sweep, dust mop floors	
C.6	Wet mop floors with disinfectant cleaner	
C.7	Spot clean desks and other flat surfaces	
C.8	Remove graffiti	
C.9	Replace lamps if burned out (recessed and fluorescent 10' height limit)	
C.10	Report any needed repairs to supervisor/facilities	
		Weekly
C.11	Damp mop floors	
C.12	Spray buff/burnish floors	
C.13	Spot clean walls and doors	
C.14	Dust furniture and flat surfaces	
		Monthly
C.15	Clean trash containers	
C.16	Dust and clean all return and supply air vents	
C.16a	E-Mist & disinfect all classrooms & common areas	
C.17	Wash all interior windows	
C.17a	Dust blinds	

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C.18	Spray buff floors	Quarterly
C.19	Perform interim floor care	
C.19a	Clean interior of all windows	
C.20	Clean Furniture and seating	Semi-Annually
C.21		
C.22	Clean windows inside and out	
C.23	Clean light fixtures (10' height limit)	
C.24	Strip and refinish floors	
C.25	Clean upholstered furniture	
C.26	Clean all carpeting (dry or wet extraction)	

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Conference Rooms:

	Service Area Cleaning Procedures	Frequency
E	Conference Rooms and Workrooms	Daily
E.1	Clean Telephone	
E.2	Dust furniture and flat surfaces, empty waste containers	
E.3	Disinfection of high touch points	
E.4	Spot clean walls, partitions ,and doors	
E.5	Vacuum carpet and straighten furniture	
E.6	Replace lamps if burned out (recessed and fluorescent (10' height limit)	
E.7	Report any needed repairs to supervisor/facilities	
		Weekly
E.8	Dust blinds	
E.9	Clean windows	
E.10	Spot clean carpets	
E.11	Dust vents	
		Monthly
E.12	E-Mist & disinfect all surfaces	
E.12a	Clean trash containers	
E.13	Perform interim carpet care	
E.14	Clean all interior windows	
E.15	Spray buff floors	
		Semi-Annually
E.16	Clean all carpeting (dry or wet extraction)	
E.17	Clean windows inside and outside	

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Breakrooms:

	Service Area Cleaning Procedures	Frequency
F	Break Rooms and Lounge areas	Daily
F.1	Vacuum carpet, straighten furniture, empty waste containers	
F.2	Clean glass and TV screen (if there is one)	
F.3	Disinfection of high touch points	
F.4	Clean exterior of appliances	
F.5	Mop any hard floor surface	
		Weekly
F.6	Dust flat surfaces	
F.7	Spot clean carpet	
		Monthly
F.8	E-Mist & disinfect all surfaces	
F.8a	Clean trash containers	
F.9	Interim carpet care	
F.10	Clean upholstered furniture	
F.14	Clean Blinds	
F.11	Wash interior windows	
F.12	Spray buff floors	Semi-Annually
F.13	Clean all carpeting (dry or wet extraction)	
F.15	Clean windows inside and outside	
F.16	Clean light fixtures (10' height limit)	
F.17	Strip and refinish hard floors	

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Janitorial Closets:

	Service Area Cleaning Procedures	Frequency
G	Janitorial Closets	Daily
G1	No waste materials are left in the room	
G.2	Sweep and damp mop floor	
G.3	Spot clean walls and doors	
G.4	Dust shelves and ledges	
G.5	Empty and clean all buckets. Wipe dry	
G.6	Empty and clean vacuum tanks (outside)	
G.7	Clean all equipment and tools and put in order.	
G.8	Put materials in order on the shelves	
G.9	Do Not store oily rags and mops.	
G.10	Give cloths, cotton items , and other such materials adequate space and ventilation to dry.	
G.11	Clean custodial sink with appropriate cleanser	
G.12	Wash out and hang all mops	
G.13	All container of cleaning materials must be Labeled to meet SDS requirements.	
G.14	Make sure all electrical equipment /panels are NOT blocked and are clearly accessible.	
G.15	Disinfection of high touch points	

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All Areas:

	Service Area Cleaning Procedures	Frequency
H	All Areas	Daily
	Recycling	
H.1	Trash/cardboard /Recyclables will be removed daily	
H.2	Take all trash/cardboard/Recyclables to Maintenance Compound area	
H.3	Trash will be deposited in the trash compactor.	
H.4	All cardboard will be placed in a baler and recyclables placed in the respective compactor.	
	General Cleaning	Monthly
H.5	Wash interior windows Completely	
H.6	E-Mist & disinfect all common areas	
H.7	In areas that have floors that are coated with floor finish, spray buff the floors using a floor machine equipped with pad and dust mop the floor after buffing.	
H.8	Check for burned out lights, general cleanliness and repairs.	
H.9	Report and needed repairs to the supervisor/facilities	
	Deep Cleaning	Semi-Annually
	Summer Break: The middle of May to the middle of Aug., Winter Break: Middle of Dec. to middle of Jan.	
H.11	Do all cleaning that is listed under the title of Periodicals.	
	During the summer and winter breaks	
H.12	Work with the SCC Maintenance Operations Manager to coordinate a summer and winter break top-to bottom deep cleaning of the buildings.	

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Summer and Winter Break Periodicals:

Summer and Winter Break Periodicals											
	Summer Break: The middle of May to the middle of Aug.	Winter Break: The middle of Dec. to the middle of Jan.									
	Interior & Exterior Windows Cleaned	Restroom / Locker Room Tile Surfaces Kavaled	Check and Repair All Dispensers	High and Low Dusting including A/C Registers & Light Fixtures	Light Bulbs Checked/Replaced - Inside & Out.	VCT/LVT Scrubbed & Recoated	Lobby / Conference room(s) Upholstered Furniture Cleaned	E-Mist Disinfecting All Restrooms / Locker Rooms, Classrooms & Common Areas	Carpet Cleaned - Wet extraction	Carpet Cleaned - Dry extraction	Polished Concrete and Terrazzo Floors Polished/Burnished
Applied Science									N/A		
Art							N/A			N/A	
Computer Science & Math									N/A		
Faculty Office Building	N/A	N/A				N/A			N/A	N/A	N/A
Film School HUB						N/A				N/A	
Fitness Wellness Center						N/A	N/A		N/A	N/A	
Health Sciences									N/A		
Information Technology										N/A	Ceramic Tile
Language and Communication						N/A					Ceramic Tile
Library									N/A		
Music										N/A	N/A
Natural Sciences										N/A	N/A
Performing Arts Center										N/A	
Physical Education										N/A	N/A
Social Behavior West										N/A	N/A
Social Behavior East										N/A	N/A
Student Center										N/A	N/A
Science Lecture										N/A	N/A
University Center						N/A	N/A			N/A	
ICC & BUS Cloud Song						N/A				N/A	
Administration / Student Services										N/A	N/A
CNUW		N/A				N/A	N/A	N/A	N/A	N/A	N/A
M&O										N/A	N/A
ME										N/A	N/A
REC							N/A		N/A	N/A	N/A

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Recommend Staffing:

Scottsdale Community College - APPA level 3 minimum staffing recommendations:		
Title	Number of Employees	Details
FT Project Manager Single Point of Contact	1	Must be available during business hours M-F. Required to notify designated SCC management when arriving and leaving campus daily.
FT After hours supervisor	1	
After hours FT custodians	15	
After hours FT Floor Tech.'s	2	
FT Utility Day Porter - meeting set-ups, take- downs and light maintenance	1	M-F: 1 *5:00 AM - 1:30 PM. Light maintenance includes pressure daily set-ups and take-downs for on campus meetings, pressure washing, furniture moving, delivery of sanitation products to Faculty and Staff, etc....
FT Day Porters	4	Additional scope of work requires emptying of exterior campus trash receptacles, light bulb changes for fixtures under 10' and blowing / sweeping entry / exit ways on all buildings as needed. Minimum coverage of at least 1 Day Porter needed M-F from 6:00 AM until after hour custodians arrive for shift.
Scottsdale Community College requests that there is one point of contact telephone number when contacting Custodial Contractor for service emergencies or requests.		

Sample Inspection Form:

	Service Area Cleaning Procedures	Frequency	Periodic Maint KPI	Quality Inspect Date	Comments	Building: IT
A	Classroom Building- includes hallways and entryways.	Daily		3/8/2019		
A.1	Vacuum carpet and straighten furniture		3		All classroom furniture put back in place	
A.2	Vacuum outdoors mats		2			
A.3	Sweep entryway		2			
A.4	Empty outside ashtrays				N/A	
A.5	Mop any hard floor surface		2			
A.6	Clean chalkboard/whiteboards and trays		2			
A.7	Clean erasers				N/A	
A.8	Empty waste containers/replace liners		2			
A.9	Empty pencil sharpeners				N/A	
A.10	Replace lamps if burned out (recessed and fluorescent-ceilings no higher than 10')		1		Burned bulb in hallway	

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A.11	Clean metal trim, water fountains: treat with dressing		2		
A.12	Spot clean case glass and counters		2		
A.13	Clean glass doors		3		Interior glass looked really good
A.14	Clean telephones				N/A
A.15	Spot clean desktops		2		
A.16	Remove graffiti		2		
A.17	Report any needed repairs to the supervisor/supervisor				
		Weekly			
A.18	Dust flat surfaces		1		Tops of AED and fire extinguisher cabinets dusty
A.19	Spot-clean walls and doors		2		
A.20	Spot-clean carpets		2		
A.21	Clean glass cases and counters		3		Glass counters at help desk looked really good
A.22	Clean desktops		2		
A.23	Remove spider webs- doorway and overhang areas		2		
		Monthly			
A.24	Washing windows complete		2		
A.25	Spray buff floors		-		N/A
		Quarterly			

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A.26	Dust and clean all return and supply air vents		2		
A.27	Perform interim carpet care		2		
A.28	Clean trash containers		2		
		Semi-annually			
A.29	Dust blinds		2		
A.30	Clean upholstered Furniture		2		
A.31	Perform restorative carpet care		2		Carpet scheduled to be cleaned over spring break
A.32	Clean windows-inside and outside		2		
A.33	Clean light fixtures (10' limit)		2		
	TOTAL AVERAGE SCORE (26 items scored)		2.12		
	Total average score		2.09		
	Total items scored		62		
	Total items below expectations (Score 1)		3		
	Total items meets expectations (Score 2)		51		
	Total items above expectations (Score 3)		8		

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QBR Scorecard:

No.	KPI/MRI	Description	Weight	Measured By	Contractor score preliminary	SCC score preliminary	FINAL SCORE			Resulting Score	CONTRACTOR COMMENTS	SCC COMMENTS
							Below Expectations 1	Meets Expectations 2	Exceeds Expectations 3			
1	Scope of Work	Site cleaning being completed in accordance with the scope of work, and schedule of periodicals.	40%	Daily inspections by Custodial Project Manager and/or SCC Maintenance Operations Manager								
2	Customer Service	Response time to resolution of issues. Existence of a single point of contact. Proactively offer opportunities for savings on materials, labor or process.	20%	Results of a random pull of 6 requests within last three months as a representation of general resolution time. Communications with facilities management and the service requester. Quarterly QBR presentations highlighting training response time to School Dede cost or sustainable savings.								
3	Quality Control	Proactive engagement during routine business constantly adhering to the contract scope of work consistent with higher education cleaning and inspections.	10%	Quality control is measured by weekly, monthly and quarterly inspections by Custodial Contractor management staff. Documented quality issues with Action Plans presented to the Custodial staff as training or enhancements to the contract.								
4	Reporting	Provides client with monthly reports and quarterly business reviews showing previous period performance, training, inspections and opportunities.	10%	As evidence by Custodial Contractors monthly and quarterly reports to SCC highlighting the previous quarters opportunities.								
5	Building Security	As part of providing custodial services Custodial Contractor is responsible for securing both interior and exterior doors after each service.	20%	This will be measured on a scale of 1-3 and will be scored as follows: All doors left secured less than 99% of the time will score 1. All doors left secured between 96% - 99% of the time will score 2. No incident(s) of doors left unlocked during the quarter will score 3.								
			0%		0.00							
			100%		0.00							

2019 Q1 QBR Scorecard
Date of Review -

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Definitions:

Definitions of Terminology	
Wet carpet cleaning:	Truck mounted and/or portable hot water (steam) extraction.
Dry carpet cleaning:	Dry cleaning material(s) dispersed on to carpet, agitated against carpet fibers and extracted back up from carpet. Example: HOST Dry Carpet Cleaning or DIVERSEY/TASKI Dry Foam Carpet Care System
Interim floor care:	Wet or dry carpet cleaning of high traffic areas and or spot cleaning. Spray buff/ burnish/polish hard floor surfaces.
E-Mist Disinfecting:	Use of an electrostatic applicator to apply surface disinfectant. Example: E-Mist 360 or Clorox Total 360 systems.
Clean upholstered furniture:	Truck mounted or portable hot water (steam) extraction.
Quarterly:	To be completed once every 3 months.
Semi-Annually:	To be completed once every 6 months.
Waterless urinal:	A waterless urinal is a urinal that does not flush. It contains a plastic debris catching strainer known as a "cartridge". Cartridges and waterless urinal drains require regular maintenance and waterless urinal specific cleaners.
Kaivac:	A low pressure restroom disinfectant application system for disinfecting, cleaning, rinsing and extracting liquid from restroom surfaces.

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KPI:	Key Performance Indicator. Scored from 1-3; 1 = Does not meet expectations; 2 = Meets expectations; 3 = Exceeds expectations
QBR:	Quarterly Business Report
Periodicals:	Cleaning tasks that are performed over both the Summer and Winter breaks while the Spring and Fall Semesters are not in session.
Dispensers:	All existing <i>Kimberly -Clark Professional</i> dispensers will remain in place and not be swapped out.

PROPOSAL REQUIREMENTS

Paragraphs 4.1 & 4.2 below require specific, written responses or confirmations. To be considered for selection, respondents shall meet/provide the following requirements:

4.1 MINIMUM REQUIREMENTS

- 4.1.1 Must be licensed by the State the business is in, if services requested require such licensure.
- 4.1.2 Must provide a completed Pricing Sheet signed by an authorized company signatory.
- 4.1.3 Must have carefully read and understand all parts of the RFP and certified that the Proposal is made in accordance therewith.
- 4.1.4 A completed Signature Page
- 4.1.5 A completed Proposers Statement (Attachment A).
- 4.1.6 A completed List of References. (Attachment B)
- 4.1.7 An exceptions/comments sheet (if any exception is taken with the RFP, or additional comments are necessary).
- 4.1.8 Materials to satisfy the requirements of Section 4.2 EVALUATION CRITERIA AND SUBMITTALS.
- 4.1.9 Signed amendments, if any. Amendments submitted after the original Proposal is submitted must also be sealed.

4.2 EVALUATION CRITERIA AND SUBMITTALS

Proposals will be evaluated on the following basis, not necessarily listed in order of importance, by a six member evaluation committee on a points earned basis. It is the responsibility of the Proposer to provide CLEAR AND CONCISE information specifically addressing all of the items listed below. **Provide one Original (clearly marked as such) and six (6) copies of all information for the committee.**

1. Pricing - the Total Cost per Month, including taxes submitted on the Price Sheet.
2. Proposed method of performance. Include information such as standard and specialized daily, weekly, bi-annual and annual duties to be performed and **established procedures for assuring regular compliance**. (Please note: The final list of scheduled duties are negotiable, and may be adjusted with the coordination and approval of the Scottsdale Community College Director of Facilities.) Include, as a minimum, a list of scheduled duties, procedures regarding quality assurance, customer service, communication and reporting, emergency or call-back procedures, equipment and uniforms, and other

information that the Proposer feels will be evidence of the ability of the Proposer to provide high quality custodial service.

3. Experience in general with commercial and governmental institutions within the Greater Phoenix Metro area within the last five **(5)** years. Give specific information of similar contracts, including length, scope and size of contract, and **current** Company Contact information.

4. Experience specifically with K-12 and/or higher education within the Greater Phoenix Metro area within the last **five (5)** years. Give specific information of similar contracts, including length, scope and size of contract, and **current** company contact information.

5. Personnel to be dedicated for service on this MCCCDC location. Include detailed information specifying quantities, experience, training (including OSHA blood borne pathogen), background checks of custodial and supervisory personnel, **written and spoken English skills** of Supervisor and any other information the Proposer feels will show evidence of the provision for a competent staff capable of satisfying the needs of the Contract.

6. Account Management

Describe your transition plan for implementation if selected, addressing as a minimum:

What is the estimated timeline for implementation?

Who is involved from your company during implementation?

Describe how your organization can assist Scottsdale Community College in measuring the success of the janitorial services agreement.

Detail how your company would accomplish the communication of this information.

7. What are your quality control methods?

Describe the manner in which your company tracks issues and solves problems.

What is the escalation procedure?

Will a top-level executive in your company be available to solve problems if necessary?

8. Reporting Capabilities

List all reports provided with a summary of the information shown on the report as well as the frequency of the report. Are any of them available online?

What are some of the standard customer-account reports, if any, that you provide?

Do you have the capability to customize reports based on the needs of Scottsdale Community College (i.e. by building.)?

Do you have the capability to provide specified standard reports monthly, quarterly, yearly, on request? Can they be scheduled to run automatically?

How are reports distributed outside the system (Excel, PDF, other)?

Provide 2-3 examples of these reports that reflect content and quality.

Provide biometric time clock reports

4.2.1 MCCCDC reserves the right to make pre-award investigations of Proposer's facilities and equipment, to determine Proposer's abilities to perform the requirements of any contract. MCCCDC

may make investigations to determine the ability of the Proposer to perform the services in an excellent manner, to include contacting references provided as well as independently obtained.

4.2.2 Proposers may, after Proposal opening date and prior to award, be required to make oral and/or visual presentations at the request of the District. The District will schedule the time and location for any presentations. Oral presentations will be evaluated and may be subjected to a points earned scoring matrix.

4.2.3 MCCCCD reserves the right to consider historic information in the evaluation process, including past performance on similar contracts at MCCCCD locations.

4.3 DEVIATIONS FROM RFP

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

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

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

4.4 SIGNATURE

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

4.5 AWARD CONSIDERATION

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

4.6 FORMAT & SUBMITTAL REQUIREMENTS BOUND AND TABBED AS FOLLOWS

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

RESPONDENT QUESTIONNAIRE

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

- 5.1 Company Overview

- 5.2 Corporate Structure
 - 5.2.1 Legal entity
 - 5.2.2 State of registration or incorporation
 - 5.2.3 Public company – listing symbol
 - 5.2.4 Majority ownership

- 5.3 Operating history
 - 5.3.1 Years in business
 - 5.3.2 Growth rate
 - 5.3.3 Services
 - 5.3.4 Hours of operation
 - 5.3.5 Financial condition

- 5.4 Core Business Strategy

- 5.5 Technology roadmap

- 5.6 Organization structure

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

EVALUATION CRITERIA

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

- 6.1 General quality of responsiveness of proposer:
 - A. Ability to meet all terms and conditions
 - B. Completeness and thoroughness of proposal
 - C. Grasp of scope of work to be performed
 - D. Description of approach to be taken
 - E. Evidence of effective organizational and management practices
 - F. Qualifications of personnel
 - G. Experience and past performance

- 6.2 Specific areas that will be evaluated and scored except as described in STEP THREE below:
 - A. Past experience in providing comparable services to other clients.
 - B. Responses to Minimum and Specific Requirements.
 - C. Respondent Questionnaire responses.
 - D. Pricing.
 - E. Sustainability

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

STEP ONE - Verification of each proposer's compliance with the RFP general terms and conditions as listed in Section 1, 8 and 9 of this RFP.

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

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

PRICING SCHEDULE

Having attended the Mandatory Pre-Proposal Meeting and becoming completely familiar with all local conditions affecting the cost of performing all contract requirements, and having carefully examined the Request for Proposal #3471-10, together with any amendments to such RFP, the undersigned proposes to provide all labor, materials, supervision, insurance, plant, supplies (including ALL paper and plastic products), equipment, TAXES, and other facilities as necessary to provide complete Custodial Services at the price shown below.

Scottsdale Community College (ALL CURRENT LOCATIONS)

TOTAL COST \$ _____ PER MONTH (Including Taxes)

ADDITIONAL COST BREAKOUTS

Total Cleaning Cost \$ _____ Per Square foot (including supplies and taxes)

Total Porter Cost \$ _____ Per hour, per person (including taxes)

Total Events Staff Cost \$ _____ Per hour, per person, including weekends (including taxes)

ADDITIONAL SERVICES - BY REQUEST ONLY (Including All Supplies)

Additional Requested Service (standard cleaning) \$ _____ Per Hour/Per Employee

Strip and seal ceramic tile floor \$ _____ Per Square Foot

Strip and seal ceramic concrete floor \$ _____ Per Square Foot

Strip and seal VCT floor \$ _____ Per Square Foot

7.2 Prompt Payment Discount: _____

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

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

Section Seven: PRICING SCHEDULE

Rev 090817

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 signature page must be completed, signed and included with your proposal.

SPECIAL TERMS AND CONDITIONS

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

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

8.1 INSURANCE REQUIREMENTS

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

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

The insurance policies, except Workers' Compensation and Professional Liability, must be endorsed to name MCCCC, 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 MCCCC 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.

- 8.1.1 Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury, property damage, personal injury, and products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
- 8.1.2 Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.
- 8.1.3 Worker's Compensation insurance with limits statutorily required by any Federal or State law and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 8.1.4 If applicable, Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.
- 8.1.5 If applicable, Network Security and Privacy Liability coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including PCI fines), penalties assessed by regulator, and defense costs with limit of not less than \$2 million per claim/\$2 million aggregate.

8.2 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

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

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

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

If a Contractor staff person or Contractor subcontractor potentially will have access to MCCCCD's network, facilities, data, Confidential Information, and/or Sensitive Information,¹ 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.² If exigent circumstances are presented, all or part of this requirement may be waived in writing by MCCCCD's Chief Privacy Officer or General Counsel.

¹ Sensitive Information is information that is so deemed under applicable law. Personally identifiable information, personally identifiable education records, individually identifiable health information, personally identifiable financial information and payment card information are examples of Sensitive Information covered under the Arizona Revised Statutes (ARS), Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm-Leach-Bliley Act (GLBA aka Financial Services Modernization Act of 1999) and Payment Card Industry Data Security Standard (PCI DSS), respectively.

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

- 8.2.4 As specified in Paragraph 3.8 addressing the Family Educational Rights and Privacy Act, Contractor understands that it may have access to student educational records, under this Contract. MCCCDC designates Contractor and its employees and/or agents as an organization conducting certain studies for or on behalf of MCCCDC for purposes of the Family Educational Rights and Privacy Act of 1974. Contractor shall safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCDC and Contractor to release the information according to the authorization.
- 8.2.5 At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.
- 8.2.5.1 These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed MCCCDC's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate MCCCDC representative with copies of those policies and plans upon request.
- 8.2.5.2 Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to MCCCDC. Contractor will supply the appropriate MCCCDC representative with copies of those policies upon request.
- 8.2.6 Contractor will inform MCCCDC's Chief Privacy Officer and the Office of General Counsel by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its contractors/agents has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCDC may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCDC internal and/or external legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will keep the MCCCDC Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available, and will communicate such information in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of Customer and Contractor,
- 8.2.7 Contractor agrees to mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Contract by Contractor or its subcontractor.
- 8.2.8 For purposes of this Contract, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If in the event that applicable law requires

- notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCCD, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.
- 8.2.9 If as result of the Contractor's systems, actions, and/or omissions, if a suspected or actual breach involving personally identifiable information or protected health information occurs, Contractor will obtain a mutually agreed upon vendor to provide at no cost to client forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold MCCCCD, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) of any kind relating to the disclosure of personally identifiable information caused by the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Amendment. Contractor will indemnify, defend and hold MCCCCD harmless from claims of any kind relating to the disclosure of MCCCCD Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its agents, employees, or any tier of Contractor's subcontractors.
- 8.2.10 To the extent that Contractor transmits or processes Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.
- 8.2.11 If applicable, during the term of the Contract, Contractor will be required to promptly update and resubmit the MCCCCD External Entity Due Diligence Questionnaire in Attachment to the RFP if it makes any revisions to its practices and policies that materially change its responses to that attachment.
- 8.2.12 If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains MCCCCD Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 8.3 RECORD AND DATA RETENTION, OWNERSHIP, ACCESS AND DECOMMISSIONING
- 8.3.1 As a political subdivision of the State of Arizona, MCCCCD is subject to applicable laws related to the inspection and production of public records. A public record entails any record,

- either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to Arizona Revised Statutes §41-151.12, MCCCDC must retain records according to established retention periods. Records required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, if applicable, the Contractor's hosted system shall have the ability to:
- A. Archive records according to variable time periods/life cycles;
 - B. Search and retrieve records based upon content;
 - C. Place a litigation hold on records to ensure that they are not deleted;
 - D. Grant direct access to MCCCDC for its own search and production of records;
 - E. Preserve meta data;
 - F. Produce electronic records in their native format; and
 - G. Comply with the Americans with Disabilities Act.
- 8.3.2 MCCCDC owns all of the records and data of which Contractor has custody on MCCCDC's behalf. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Contract or, if the Contract is silent, without the express written approval of an authorized MCCCDC representative. Contractor will work with MCCCDC to transfer all of MCCCDC's records and data to MCCCDC on the termination or expiration of this Contract.
- 8.3.3 Contractor agrees to provide MCCCDC access to records and Confidential Information that Contractor holds or uses on behalf of MCCCDC upon written request of MCCCDC with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCDC and will maintain a record of those changes.
- 8.3.4 Contractor agrees to maintain, and provide to MCCCDC if requested, a record of when and to whom Confidential Information is disclosed.
- 8.3.5 MCCCDC agrees to provide Contractor with adequate notice of any further limitations or restrictions on the use of Confidential Information, and modifications to the amendment of records or accounting of disclosures.
- 8.3.6 Confidential Information of the disclosing party will be returned to the disclosing party or securely destroyed promptly upon request of the disclosing party without retaining any copies thereof, with any destruction confirmed in writing by receiving party, with any destruction confirmed in writing by receiving party, except to the extent copies are required by law to remain with Contractor.

GENERAL TERMS AND CONDITIONS

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

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

9.1 PARTIES TO AGREEMENT

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

9.2 LIABILITY FOR TAXES

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

9.3 FORCE MAJEURE

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

9.4 CONTRACT ASSIGNMENT

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

9.5 NO WAIVER

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

9.6 FINANCIAL TRANSACTIONS

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

9.7 CONTRACT EXTENSION

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

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

9.8 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

9.9 INDEMNIFICATION

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

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

9.10 PERMITS

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

9.11 PROVISION OF SUPPLIES, MATERIALS AND LABOR

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

9.12 CONFLICT OF INTEREST

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

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

9.13 SAFEKEEPING OF RECORDS

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

9.14 AUDITS

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

9.15 UNAUTHORIZED COSTS OR COSTS OUTSIDE SCOPE OF AGREEMENT; TRAVEL

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

9.16 NON-DISCRIMINATION

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

9.17 COMPLIANCE WITH IMMIGRATION LAWS; LEGAL WORKER'S ACT

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

noncompliance with that law. Additionally, Contractor agrees to abide by all applicable laws that apply to it and this Contract, including executive orders of the Governor of the State of Arizona.

9.18 CONTRACT TERMINATION

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

9.19 BREACH CURE; REPLACEMENT

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

9.20 INTERPRETATION

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

9.21 RISK

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

9.22 WORK TO BE PERFORMED BY OTHERS

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

9.23 PURCHASES OF OTHER PUBLIC ENTITIES

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

9.24 PAYMENT

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

9.25 BILLING

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

9.26 ADVERTISING AND PROMOTION

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

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

9.27 UNAVAILABILITY OF FUNDS

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

9.28 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.29 APPLICABLE LAW

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

9.30 PROPERTY RIGHTS

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

9.31 DOCUMENTATION OF ANALYSES TO SUPPORT FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

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

9.32 NOTICES

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

9.33 REVISIONS TO THE CONTRACT WORK OR PRICE

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

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

9.34 GIFTS, GRATUITIES, UNRELATED COMPENSATION AND CONFLICTS OF INTEREST

In the interest of public stewardship, MCCCCD holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCCD employee or officer from participating in any way in any MCCCCD decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCCD decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCCD employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCCD. MCCCCD also has adopted a regulation that prohibits any employee from accepting any cash, currency, item with a value of more than \$50 (from a single source in a fiscal year), meal, beverage or cost of entertainment if it could be interpreted as an enticement to receive MCCCCD business (whether or not

paid for by a vendor or by a vendor's personal funds) or if there is an expectation of future financial benefit to the vendor. In keeping with these policies, Contractor certifies that neither it nor, if applicable, its subcontractors, suppliers, or distributors, has offered anything of value, and will not offer anything of value so long as it does business with MCCCDC, to an MCCCDC employee or officer responsible for MCCCDC decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

9.35 DISABILITY GUIDELINES

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

SIGNATURE PAGE

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

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL _____

Is your firm a:

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

▪ If a corporation, answer the following:

a) Where incorporated: _____

b) Date incorporated: _____

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

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

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

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

ATTACHMENT A

BIDDER'S STATEMENT

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

TYPE OF BUSINESS ORGANIZATION

Please check the appropriate box(es).

The Bidder represents that it operates as:

A CORPORATION incorporated under the laws of
the State of _____

An INDIVIDUAL

A PARTNERSHIP

A NON-PROFIT ORGANIZATION

A JOINT VENTURE

Federal Employer Identification Number: _____

PARENT COMPANY and IDENTIFYING DATA

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

The Bidder:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Information

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

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

No: ___ Yes: ___ With Whom? _____

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

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

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

- 11 Do you ever sub-contract any of your services? NO _____
YES _____
- If YES, which services?: _____

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