



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3483-2

**ARCHITECTURAL/ENGINEERING and OTHER PROFESSIONAL
CONSULTING SERVICES**

DISTRICTWIDE

**PROPOSAL DUE DATE
3 P.M. (local time)
TUESDAY MARCH 16, 2021**

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP #3483-2

**ARCHITECTURAL/ENGINEERING and OTHER PROFESSIONAL
CONSULTING SERVICES**

A. SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	Fri. Feb. 19, 2021
Proposals Due	Tues. Mar 16, 2021 (3:00 pm)
Proposed Contract Award	May 2021
Effective Date	July 1, 2021

B. TABLE OF CONTENTS

1. GENERAL
2. PROPOSAL INSTRUCTIONS
3. GENERAL TERMS AND CONDITIONS
4. PROTECTION OF SENSITIVE INFORMATION
5. PROPOSAL REQUIREMENTS
6. SIGNATURE PAGE

ATTACHMENT A / SAMPLE ANNUAL SERVICES CONSULTANT AGREEMENT /
PURCHASE ORDER

1. GENERAL

1.1 INTRODUCTION

The Maricopa Community College District, (District), seeks to enter into a contractual relationship with one or more firms or individuals in each category for the provision of technical registrant and professional consulting services on an as required/on call annual services basis. The limited size and time frame of these services do not lend themselves to individual requests for proposals, as such needs arise.

The District anticipates that these requirements for architectural, engineering and other related professional services consulting areas will continue as a result its on-going new major Building Construction and Renovation programs. The consulting services proposed by this Request for Proposal will also support smaller construction, remodeling, maintenance and planning projects. The District intends to select sources for architectural/engineering technical registrant services and other related professional services consulting without obligation to call upon such sources at any time during the period of the contract. The District reserves the right to select such services from firms other than those who submit proposals, as circumstances warrant or may be in the best interest of The District.

Service availability is sought in the following areas:

Design, Construction Document and Construction Administration

- Architectural & Academic Programming/Comprehensive Planning
- Structural Engineering, Forensics Engineering and Analysis
- Civil Engineering
- Landscape Architecture
- Mechanical Engineering, (including Plumbing and HVAC)
- Electrical Engineering
- Noise, Vibration and Acoustical Engineering
- Audio/Visual systems Design
- Information Technology System and Network Design
- Security System & Access Control Design

Building Related Design, Support or Analysis Services

- Building Code Review and Compliance
- Construction Cost Estimating
- Interior Design for FF&E Assistance
- Energy Conservation/Use Analysis Engineering
- Roofing and waterproofing (envelope) Consulting
- Vertical Transportation Consulting
- Air/Water Test and Balancing Services
- Building Commissioning
- Asbestos/Hazardous Material Abatement, Air and Water Quality Testing and Industrial Hygiene Consulting
- Geotechnical Engineering and Materials Testing

Proposing firms are invited to submit materials with respect to all or to any specific areas of expertise. The District anticipates selecting from two to eight providers in each category, depending upon anticipated needs.

*****Note: If a proposer wishes to be considered for more than one area of concentration a separate proposal must be submitted for each individual discipline.**

The awards are anticipated by the end of May or end of June Governing Board meetings, for a July 1 start of contract term.

Small Business Concern (SBC) Firm Participation

We encourage all firms, large or small, under every type of ownership, to propose on our projects.

We are interested in increasing participation in our projects by Small Business Concerns (SBC). This is purely a voluntary effort with no mandatory participation goals or set aside percentages. A small number of points are awarded in the RFP evaluation process for the prime firms being an SBC and/or SBC participation in proposed sub-consultants.

Firms may qualify as an SBC in a number of ways. The first is if a firm already is designated as a Small Business Enterprise (SBE) by any Federal, State, or local governmental or public entity. A second method is through self-certification, using a combination of firm size and/or annual revenue, as described in the MCCCCD Purchasing Procedures Manual, Chapter Eleven: Supplier Development Program

(<https://procurement.maricopa.edu/sites/default/files/purchasing/forms/New%20Purchasing%20Manual%202021%20r4.pdf>)

Consulting teams need to identify whether the prime firm and/or any proposed sub-consultants are SBC's in their RFP response. The prime consultant will provide a report of anticipated SBC expenditures at the time all initial subcontract agreements have been signed and then provide a report at the end of the project showing actual SBC expenditures.

Required Professional Registration

While Arizona and other states have provided the option for voluntary professional technical registration for certain professions and disciplines, MCCCCD believes that professional registration is important to protect the health, safety and welfare of the public and project users. For all professional and technical services that will be provided for MCCCCD projects where technical professional registration either is required or is optional, all services shall be provided either by a properly registered architect, engineer or other discipline, or under the direct supervision of a properly registered professional.

2. PROPOSAL INSTRUCTIONS

2.1 SCOPE OF WORK

Maricopa Community Colleges Capital Development Advisory Council approved the annual service contracts for an annual maximum total amount of \$350,000 per year and with a single project limit of \$150,000. The individual contracts will be written for a one-year period, with a mutual option to renew for

up to four successive one year terms thereafter, for a total five year term. The services provided by the Consultants will be available to any college or center in the District. When mutually acceptable to the Consultant and a third party public institution in Maricopa County, this contract will be available under the same terms and conditions to other government or education entities located in Maricopa County under the S.A.V.E. Cooperative agreement. The scope of work to be performed will be defined on a project-by-project basis at the time of the request for services.

2.2 PROPOSAL QUESTIONS

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

Ren R. Carlson, C.P.M.
Procurement Supervisor – Purchasing Department
Maricopa Community College District
2411 West 14th Street, Tempe, Arizona, 85281
Telephone (480) 731-8519. Facsimile (480) 731-8190
ren.carlson@domail.maricopa.edu

2.3 PROPOSAL SUBMISSION

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

The Proposal submission must contain one (1) original, three (3) copies and one (1) copy in PDF Format on CD/DVD/flash drive for each category of interest. The original must be clearly marked "Original" and the Proposal submission must be delivered **sealed**.

The Proposals must be addressed to and received at the Main Reception Desk of MCCCDC, address 2411 West 14th Street, Tempe, AZ, 85281, **no later than 3:00 P.M. (local time), March 16, 2021.** Proposals received after this time and date shall not be considered and will be returned unopened. When delivering your bid/proposal please allow for sufficient time to check in through the Security Desk.

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

**Request for Proposal #3483-2
Architectural/Engineering and Professional Consulting Services
Proposal Closing Date: March 16, 2021. Time: 3:00 p.m. (local time)**

*****Please note: If your firm wishes to be considered for more than one category/discipline, you must submit separate proposals for each discipline you wish to be considered for. Clearly mark on the Cover Sheet or front page which discipline the submittal applies to.**

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

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

2.4 PROPOSAL EVALUATION

This Request For Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request For Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. The District reserves the right to negotiate a contract with the selected awardees. If it does so, no contract award shall exist for purposes of the awardee initiating contract performance or incurring contract costs until an authorized representative of the District signs the contract document. If the District determines that the RFP and the selected awardee's proposal will constitute the contract, no contract award shall exist until the selected awardee receives a Notice of Award" from an authorized representative of the District and, if applicable, the approval of the District's Governing Board. Additionally, a selected awardee may not initiate contract performance or incur contract costs until it receives a District-issued purchase order.

2.5 PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

2.6 PROPOSAL FORM AND LENGTH

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 fifteen (15) typewritten pages in length** plus any pricing schedule(s) or required sample attachments.

2.7 MODIFICATIONS TO PROPOSALS

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

2.8 WITHDRAWAL OF PROPOSALS

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

2.9 PROPOSAL COSTS

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

2.10 ORAL PRESENTATIONS

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

2.11 AWARD WITHOUT DISCUSSION

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

2.12 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award will be made prior to commencement of performance. Initial performance period will be from July 1, 2021, through June 30, 2022. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to four additional one-year option periods for a total contract period not to exceed five years. Services that are started prior to the end of the Contract Term may continue until their completion even if this occurs past the end of the Contract Term.

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 sent electronically to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal.**

2.14 NON-COLLUSION

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

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions, the other provisions of the RFP and amendments to it, the successful Proposer's proposal, and the District purchase order terms ("Contract Documents") will

constitute the provisions of the contract between the District and successful Proposer (“Contract”). Alternatively, the District reserves the right to negotiate a stand-alone Contract with the successful Proposer that reflects the Contract Documents. The District reserves the right to modify any of the provisions of the Contract upon mutual agreement of the parties.

3.1 Parties to Agreement

The Contract shall be between the Maricopa County Community College District and the successful Proposer (“Consultant”).

3.2 Liability for Taxes

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

3.3 Force Majeure

If the performance of a party under this Contract is interrupted or suspended due to riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, or other condition beyond any control of that party (“Force Majeure”), performance by that party will be suspended for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must promptly deliver notice to the other party identifying the Force Majeure and use its best efforts to perform to the extent that it is able. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Contract by providing written notice to the other party. Alternatively, the parties may agree to extend the term of the Contract for a period of time equal to the time equal to the Force Majeure.

3.4 Contract Assignment

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

3.5 Non-Waiver.

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

3.6 Contract Extension.

If the RFP provided options for extending the Contract beyond its initial term, District will provide the Consultant with written notice of any intent for continuation of the Contract beyond its initial term no later than ninety (90) days before the end of the initial or renewal Contract period. The District reserves the right to unilaterally extend the period of any Contract for sixty (60) days beyond the stated expiration date.

3.7 Financial Transactions

If the Consultant is responsible for handling any type of financial transaction for the District, the Consultant must 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 Consultant will 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 the District requests it in writing.

3.8 FERPA

If Consultant has access to students' educational records, Consultant shall limit its employees' access to the records to those persons for whom access is essential to the performance of this Contract. Except as necessary to perform the work under this Contract, Consultant is prohibited from disclosing those records. At all times during this contract, Consultant shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects and shall be responsible for ensuring that any sub-Consultants involved in the Contract performance also comply.

3.9 Insurance Requirements

When performing the Contract, the Consultant shall maintain during the term of that work the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Prior to commencing work or services, Consultant shall furnish the District Risk Manager with certificates of insurance evidencing the required coverage, conditions, and limits required by the Contract at the following address:

MCCCD Risk Manager
2411 West 14th Street
Tempe, Arizona 85281
480-731-8879
480-731-8890 (fax)

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insured with the following language or its equivalent:

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

In the event any insurance policy(ies) required by the Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided, or materially changed without 30 days written notice by certified mail to the District Risk Manager. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all sub-Consultants.

- **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract;

- **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 Consultant's owned, hired, and non-owned vehicles;
- **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit; and, if applicable as determined by the District
- **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.
- **Network Security and Privacy Liability** coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including PCI fines), penalties assessed by regulator, and defense costs) with limit of not less than \$2 million per claim/\$2 million aggregate.

3.10 Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, and hold harmless the District, 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 Consultant, its agents, employees, or any tier of Consultant's sub-Consultants 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.

Consultant shall also indemnify, and hold harmless the District and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use under the Contract of the services or materials for which the Consultant asserts intellectual property rights violates the claimant's property rights. Consultant shall be responsible for obtaining written consent from the owners of any intellectual property that it uses in the performing this Contract.

3.11 Permits

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

3.12 Provision of Supplies, Materials and Labor

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

3.13 Conflict of Interest

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

3.14 Safekeeping of Records

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

3.15 Audits

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

3.16 Charges Outside Scope of Agreement

Charges or expenses of the Consultant relating to its performance of this Contract that are not included in the terms of the Contract are the sole responsibility of the Consultant and are not reimbursable by the District.

3.17 Non Discrimination

In connection with the performance of work under this Contract, the Consultant agrees to comply with all applicable laws and executive orders relating to discrimination and equal opportunity. Additionally, Consultant shall not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual harassment and pregnancy), sexual orientation, handicap/disability, age and disabled or Vietnam era veteran status. The Consultant shall at all times comply with the Americans with Disabilities Act as it may apply.

3.18 Compliance with Immigration Laws; Legal Worker's Act

The Consultant 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 the District from any and all costs or expenses whatsoever arising out of Consultant's noncompliance. To the extent applicable to this Contract under Arizona Revised Statutes § 41-4401, Consultant warrants on behalf of itself and its sub-Consultants 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. Consultant understands that a breach of this warranty is a material breach of the Contract that is subject to penalties up to and including termination of the Contract. As required by law, the District retains the legal right to inspect the papers relating to the Contract of any Consultant or sub-Consultant employee who works on the Contract to ensure that the Consultant or sub-Consultant is complying with the warranty specified in this clause.

3.19 Contract Termination

The District may terminate this Contract for convenience by giving Consultant fifteen (15) days written notice of termination. The District may terminate this Contract for the failure of the Consultant to perform according to the Contract by giving the Consultant 10 days written notice of the failure to comply. If, at the end of the 10 days as measured in Paragraph 3.20 or, if applicable, the extension period specified in Paragraph 3.20, the District may terminate the Contract. The District may terminate this Contract immediately if the Consultant files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

3.20 Cure of Default

The Consultant shall perform all requirements of the Contract in a manner consistent with the highest industry standards. Additionally, the Consultant must take immediate action to correct any deficiency. If the District provides the Consultant with a 10-day written notice under Paragraph 3.19, Consultant must take immediate action to correct the deficiency identified in the notice. Consultant's failure to cure the deficiency within 10 days of receipt of the written notice will result in termination of the Contract. If, in the District's sole discretion, the Consultant diligently pursues correction of the default and correction cannot be completed in 10 days, the District, in its sole discretion, may extend the time for curing the default by providing the Consultant with written notice of the extension before the end of the 10-day period. The District is entitled to exercise all of its remedies under applicable law and in equity relating to Consultant's breach.

3.21 Interpretation

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

3.22 Risk

The Consultant assumes all risk as to difficulties that are due to any unfavorable conditions within its indirect control. Additionally, the Consultant assumes all risk for difficulties in the nature of the project or the work that the Consultant knew or should have known before entering submitting its proposal on which this Contract is based.

3.23 Confidential Information/Privacy Laws

For purposes of this Contract, Confidential Information is defined as any and all information and data whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to, Social Security Numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding MCCCDC employees, and other personally identifiable information identified by law. Consultant agrees that Confidential Information provided to them during the Consultant's provision of any services under the Contract shall be used only and exclusively to support the service and service execution and not for any other purpose. This shall include not examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). The Consultant may use aggregate statistics on service usage in order to enhance or optimize the functionality of the service. Consultant warrants and confirms that it meets the Payment Card Industry Data Security Standard (PCI) and other major payment card association security requirements related to cardholder data.

3.24 Work to be Performed by Others

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

3.25 Purchases By Other Public Entities

The District has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. The District 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 Consultant, other public entities that are

members of these associations or any other entity within the District, may purchase services or materials, as applicable, off of this Contract unless Consultant explicitly specified that it did not want to make the Contract available other than to MCCCCD. This provision applies only to contracts that are for the provision of services or supplies on an “as-needed” basis throughout the contract term, and not to contracts for specific projects or one-time purchase where the contract expires on the completion of the project or the purchase.

3.26 SUDAN AND IRAN

Pursuant to Arizona Revised Statutes § 35-391.06 and §35-393.06, Consultant certifies that it does not have a scrutinized business operation in either Sudan or Iran.

3.27 Payment

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

3.28 Billing

If the District permits the Consultant to receive progress payments, Consultant may only invoice in increments of 30 days or more. The monthly billings should be submitted to the Project Manager for review and approval prior to being forwarded for processing.

3.29 Advertising and Promotion

The name or logos of the Maricopa County Community College District or those of any of the colleges, skill centers, or programs under the District’s jurisdiction shall not be used by Consultant except as may be required to perform this Contract and only with the approval of the authorized District Office employee responsible for overseeing the use of District names and logos.

3.30 Unavailability of Funds

The District 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 Agreement. The District shall give Consultant prompt written notice after it knows that funding will not be available.

3.31 No Waiver of Sovereign Immunity

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

3.32 Applicable Law

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

3.33 Property Rights

Except for pre-existing works of the Consultant or works of third parties for which Consultant has the permission to supply to the District under this Contract, the District 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. Consultant agrees that the Works are “works for hire” and assigns all of the Consultant’s right, title, and interest to the District.

3.34 Documentation of Analyses to Support Findings, Conclusions and Recommendations

If the work under the Contract requires the Consultant to make findings, conclusions or recommendations to the District, the Consultant shall retain during performance and provide to the District 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 Part 5 of this RFP, Consultant shall provide that documentation separately but at the same time that it presents its findings, conclusions and recommendations. The District reserves the right to withhold or deduct payments otherwise due to Consultant if it fails to provide the detailed analyses.

3.35 Notices

Notices to the District under this Contract shall be made to: Procurement Supervisor, Maricopa Community Colleges, 2411 West 14th Street, Tempe, Arizona 85281-6942.

3.36 Revisions to The Contract Work or Price

Consultant is on notice that the only the District representatives who may authorize revisions to the Contract are the persons at the District’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 the District authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Consultant or a District employee, must provide the District authorized representative with documentation to support the requested change. It is the Consultant’s responsibility to ensure that revisions of the Contract have been appropriately authorized before proceeding with the revised work.

For contracts renewing annually, the District 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 Consultant’s scope of work has increased at the District’s authorization, a price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. The requested increase shall be based upon a cost increase to the Consultant that was unpredictable at the time of the offer and is directly correlated to the price of the product or service concerned.

“The hourly rates for this Agreement are established for the first year of the contract. Rates may be adjusted on the first day of the new month of the additional year of the Agreement. The CONSULTANT will perform an internal review of its labor rates for escalation each year. These rates will be reviewed and compared to the Federal Bureau of Labor Statistics Employment Cost Index, Table 2, Occupational Group, Professional Specialty and Technical, Western Regional Adjusted data (<http://www.bls.gov/ro9/>, Wholesale Inflation (PPI by industry, national). The average of the two rates will be the actual

adjustment for labor rates, not to exceed +/- 4% annually.”) The District shall determine whether the requested price increase or an alternate option is in its best interest.

3.37 Gifts, Gratuities, Unrelated Compensation and Conflicts of Interest

In the interest of public stewardship, the District holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits a District employee or officer from participating in any way in any District decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that the District decision, contract, sale or purchase. Additionally, Arizona state law precludes any District employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by the District. The District 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 District 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, Consultant certifies that neither it nor, if applicable, its sub-Consultants, suppliers, or distributors, has offered anything of value, and will not offer anything of value so long as it does business with the District, to a District employee or officer responsible for District decisions, contracts, sales or purchases that may benefit Consultant or its sub-Consultants, suppliers or distributors.

3.38 Access to and Retrieval and Preservation of Records.

As a political subdivision of the State of Arizona, the District 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 or employee that memorializes the official business of the District. Pursuant to Arizona law, the District must retain public records according to established retention periods. Additionally, the District must be able to retrieve and preserve records that relate to ongoing or foreseeable official proceedings such as audits, lawsuits or investigations. The District must retain those records until released from the official proceedings. Thus, to the extent that the Consultant is providing a technology solution under the Contract through which District information and data of any kind flows (through software, hardware or both) and which is not hosted by District software or hardware, the solution shall have the ability to do all of the following:

- archive records according to variable time periods/life cycles;
- search and retrieve records based upon content;
- place a litigation hold on records to ensure that they are not deleted;
- grant direct access to the District for its own search and production of records;
- copy records in their native format; and
- preserve meta data.

4. PROTECTION OF SENSITIVE INFORMATION

The District takes important steps to protect Sensitive Information by treating Sensitive Information as confidential and encouraging its personnel and consultants to take care in handling Sensitive Information. 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, The District limits access to Sensitive Information to those who need it to perform their jobs. Access may be achieved through direct physical connection into the Owner's technology infrastructure and/or equipment through cabling and/or other direct physical connection, Personal Devices, and/or other Owner owned or operated networks. Indirect access to the Owner's technology infrastructure, equipment and/or data through remote electronic access, such as the Internet, unsecured/public WIFI networks provided by the Owner, or networks not owned and/or operated by the Owner. The District's external service providers must also protect Sensitive Information, and use it only to meet The District's business needs. The District also takes steps to protect its computer systems from unauthorized access and works diligently to comply with applicable information security, data privacy and related laws, rules and regulations.

Consultants, vendors or individuals that will require access to The District's technology systems, either through direct physical connection or indirect access, and consequently may have access to Sensitive Information, will be required to undergo significant screening and reviews to assure the security and privacy of The District's systems and information. Contact the project manager for additional information regarding the security screening process and additional requirements.

Where vendors or contractors have access or need Sensitive Data or access or use of the District's information technology network, see the Exhibit located at the end of this Request for more specific requirements.

Safe harbor:

If the Consultant, its employees, and/or any tier of Consultant's agent(s) in the performance of this Contract hosts or maintains MCCCCD Confidential Information on its technology, Consultant 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.

5. PROPOSAL REQUIREMENTS

Paragraphs 5.1 & 5.2 below require specific, written responses or confirmations. To be considered for selection, respondents shall meet/provide the following requirements:

5.1 MINIMUM REQUIREMENTS

- 5.1.1 Must be currently registered to practice the proposed technical field in the State of Arizona, if duties requested either require, or provide optional, technical registration. All work must be done by individuals who are employees of the proposing firm unless otherwise approved in advance by the District for a specific project. Work in the

- proposed category shall not be done through subcontracts to other firms unless noted in the RFP and specifically accepted by the District.
- 5.1.2 Must have carefully read and understand all parts of the RFP and certified that the Proposal is made in accordance therewith.
 - 5.1.3 An exceptions/comments sheet (if any exception is taken with the RFP, or additional comments are necessary).
 - 5.1.4 Materials to satisfy the requirements of Section 5.2 EVALUATION CRITERIA AND SUBMITTALS.
 - 5.1.5 Signed amendments, if any. Amendments submitted after the original Proposal is submitted must also be sealed.
 - 5.1.6 Provide a schedule of hourly billing rates for prime and support personnel that may be assigned to this project. Also include the multiplier rate that additional expenses or reimbursable expenses will be marked-up – maximum allowable multiplier shall be 10%. This information is submitted and will be attached to the annual contract at the time of award. THIS INFORMATION IS NOT USED FOR ANY PART OF THE SELECTION OR EVALUATION PROCESS.
 - 5.1.7 Must exhibit extensive experience in the field of services requested, preferably with secondary and post-secondary educational, institutional or public agency clients, for work similar to the types of services and scopes of projects shown below in each discipline as “Sample Projects from the prior Annual Services contract cycle”. Examples of projects for higher education clients are strongly preferred. Other clients and uses are considered only to the extent that they are strongly similar in scope, type, size, content, cost, etc. to those typically found in higher education settings and Maricopa Community Colleges.

All individuals listed by the firm must be full or part time permanent employees of the firm. Sub-consultants or independent contractors shall not be listed or used as a basis of the firm’s experience or qualifications.

Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed by other firms. The only projects that your firm may claim without attribution are those projects actually produced by your firm. Improper or misleading credit for projects is an adverse reflection on a firm's integrity.

5.2 EVALUATION CRITERIA AND SUBMITTALS

Proposals will be evaluated and rank ordered, by an evaluation committee. It is the responsibility of the Proposer to provide CLEAR AND CONCISE information specifically addressing all of the items listed below. Interviews are not anticipated at this time; final award recommendations may be made based only upon the written RFP responses.

The following is a listing of general criteria used for the evaluation of this RFP.

Selection of firms will be made using a qualifications and capabilities based selection process.

In addition to an initial group of ranked best qualified firms, the District also may select a limited number of firms or individuals in a category based upon a narrower or specific expertise that may be needed for a limited number of projects reasonably expected during the next Annual Services contract cycle. Those selected firms, which will be used only for projects requiring the specific expertise, may be *in general* less qualified than other firms that were not selected.

Firms may be selected in one or more categories. The number of firms selected in each category is based upon the District's judgment, estimated amount and type of work that may be needed during the contract term, to account for varying economic circumstances, anticipated funding levels, possible failure of a firm to perform adequately, possible failure reach agreement on a contract renewal, etc.

The evaluation criteria, weighting and point ranges include:

1. General organization, qualifications and experience of the firm and personnel
 - a. Breadth and depth of experience of the firm for the type of projects and services likely to be required by the District
(0 to 10 points x a weighting factor of 2 = 20 points maximum)
 - b. Qualifications and experience of the specific personnel proposed for the type of projects and services likely to be required by the District (with the understanding that personnel may change over the course of an extended contract term and that equally or better qualified personnel then will be provided)
(0 to 10 points x a weighting factor of 2 = 20 points maximum)
 - c. Clearly indicate the **total number of professional and technical staff, and technical professional registrants** (Registered Architects, Engineers and other professionals where the discipline either is a required or optional registered technical profession with the State of Arizona, and other applicable by disciplines), listed by job title or position, that are located in your (a) Phoenix area office and (b) in other offices of your firm that are located outside of Phoenix and may be assigned to District projects. Indicate the location of the other offices and personnel). All work performed in disciplines that have required or optional professional registration must be performed by a properly licensed registrant or be under the direct supervision of a properly registered professional.
(0 to 8 points x a weighting factor of 1 = 8 points maximum)
 - d. Firm's annual billing volume (for comparative purposes only). All sizes of firms may be selected within a specific category.
(Required information, no points assigned.)
2. Applicable/similar project experience

Include at least eight (8) examples of recent projects similar to those shown in the discipline description, with the work being performed by the personnel proposed in this RFP. For each project, describe the scope of services provided, a description of the project, budget information as applicable, completion date, primary personnel assigned from your firm, and any other unique or relevant information. Experience with post-secondary education projects similar to those anticipated by the District will receive the highest point award. This listing of projects is in addition to any sample reports or other information required by a particular services section.

(0 to 10 points x a weighting factor of 2 = 20 points maximum)

3. Optional areas of specialized, unique services or expertise offered by the Proposer that may be required for future District projects, beyond the general qualifications required by the category, as described in each category. Indicate registration and/or certifications as may apply.

(0 to 8 points x a weighting factor of 2 = 16 points maximum)

4. Evaluator's prior personnel experience with the firm and/or personnel

This will be the actual personal experience of the evaluator with the firm and/or proposed personnel based upon prior District projects, with regard to the quality of the firm's or personnel's work, ability to meet schedules, reliability, cooperation, and other relevant measures of the firm and/or proposed personnel's work. This score will occur only on the evaluation form of this single person and not be carried into any other score sheets.

(minus 4 (poor) to +4 (excellent) points x a weighting factor of 1 = range of 4 points maximum addition to -4 points maximum deduction)

5. Small Business Concern (SBC) status

Please indicate if your firm is an SBC as described and/or qualified in Part 1. General of this RFP. State whether (a) your firm already is designated as a Small Business Enterprise (SBE) by any Federal, State, or local governmental or public entity. If your firm is a designated SBE, please indicate the agency and year of the designation. (b) If you are self-certifying, state whether you previously have self-certified with MCCCD, and what year that you self-certified. (c) If you are first self-certifying for this RFP, please clearly state the employee count and/or revenue that meet the criteria requirements.

(0 to 10 points x a weighting factor of 1 = 10 points maximum)

6. Location

List the location of the office and primary personnel that will provide services under this proposal. If personnel that are located out of town are proposed, list them by name, title/position and office location

(0 to minus 10 points points x a weighting factor of 1 = -10 points maximum deduction; preference is for personnel located in the Phoenix area = 0 points deduction; deductive points will be assigned for greater distance, more critical roles, general availability of similar personnel in the Phoenix area, etc.)

7. References

Provide the name/position/title, firm name, current phone number and email address of at least five recent local clients that the District can contact as a reference. The District prefers Phoenix and Arizona located references for local project work if those are available. References will be reviewed at the District's option.

(Required information, no points assigned)

8. SBE/MBE/WBE Status (Required information, no points assigned.)

Provide any Small Business Enterprise (SBE), Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE) certifications that your firm has, and the agency or process used to certify that status. Firm status will be used only to track District expenditures and will **not** be part of the selection criteria.

Requested individual areas of expertise and experience used for evaluating this RFP

The following are skills, areas of expertise, certifications, etc. which are desirable and will receive higher evaluation points in particular consulting areas. If your firm has the additionally listed areas of specialized expertise, skill or certifications listed below, also include them in your Proposal response.

The first description in each area below represents the minimum general experience area and qualifications required. Experience in post-secondary education settings is the highest preference, in similar secondary education projects as the next level of expertise, in other public or institutional settings as the next level of preference with similar use/function/scope/budget, and private/equivalent projects as the next level of preference (except for applicable vocational/occupational settings that are used in District facilities which would receive greater point awards).

The Optional Areas of Additional Expertise occasionally are needed in our projects. Firms do not have to be able to provide all of these areas of interest but should indicate which of these, and any others that may not be listed, are within the firm's experience and expertise.

Optional Areas of Additional Expertise or services described with an **asterisk*** will allow the District to select firms with this sole expertise even if they in general are less experienced or less qualified than other submitted broadly qualified and experienced firms. These selected firms' work will occur only in the specialty areas if that was the sole basis of their selection.

Primary Project Design, Construction Document and Construction Administration Services

The following disciplines will provide typical and traditional professional registrant and consultant services as required, including programming, feasibility assessments, comprehensive reviews, implementation of District design standards into design documents, schematic design, design

development, construction documents, bidding/pricing assistance, construction administration and project closeout.

Architecture (Services may include Academic Programming & Comprehensive Planning)


Provide traditional architectural services including site and building assessments, preparing reports, feasibility & functional analysis, conducting Academic Planning studies, providing architectural design and construction documents, minor interior design/space planning, cost estimates and value engineering, bid phase assistance, construction administration and close out phase services for new construction as well as smaller addition/remodeling/renovation construction projects and major maintenance work.

General Description and Experience

- Experience in a wide variety of project types and services commonly found in educational settings. Relevant experience in secondary and post-secondary education, institutional or public projects also may be considered as it would be applicable to typical District projects.
- Experience in smaller, “messier” remodeling and maintenance projects, often needing to be accomplished in phases or within an otherwise occupied area.

Optional Areas of Additional Expertise

- a. LEED design and certification
- b. Academic Programming
- c. Higher education campus Comprehensive Plans
- d. Historic preservation*
- e. Experience and/or expertise in specialized building types found in post-secondary education and vocational/occupational settings such as performing arts centers, automotive repair, restaurants, commercial/institutional kitchens, instructional physical or life science labs, data centers and computer rooms, fire science, nursing and health settings, gymnasiums, radio and television studios, fitness centers, aircraft facilities, etc.*

 **Firms Do NOT need to list sub-consultants in other disciplines that may be used for annual services projects. Sub-consultants in other required disciplines will be selected from the District’s list of annual services consultants to team with your firm for the particular project. All purchase orders for the different disciplines will be held directly by the District but be coordinated through the architect.**

Structural Engineering (Services may include Forensics Engineering and Analysis)

Provide traditional structural engineering services including preparing reports, providing design and construction documents, bid phase assistance, construction administration and close out phase services for maintenance work or smaller addition/remodeling/renovation construction projects. Other services may include failure analysis, structural retrofit of existing facilities, small/minor structural changes, and special inspections required by building codes.

General Description and Experience

Experience in the analysis, design and specification of a broad range of types of structural systems
Conduct field surveys of existing facilities and perform condition assessments and evaluations of existing structural systems or problems.

Investigate and provide recommendations and solutions for small scale modifications of structural elements (example: addition of a structural lintel for a new opening in a wall, or adding a load to an existing roof structure)

Optional Areas of Additional Expertise

a. Forensic Engineering and Analysis Services which may include investigation and/or research into building, equipment and/or components which fail or don't perform as intended, scheduling delays, application of professional, industry and safety standards, policies and techniques, providing analysis, testimony and reports. List experience and expertise in any of the following areas: construction litigation support services such as discovery support, quantification of damages, schedule delays & disruptions, standards of care, productivity impacts, construction defect analysis, demonstrative evidence, litigation, arbitration and mediation support, and consulting and testifying experts.

Civil Engineering

Provide traditional civil engineering services including preparation of design and construction documents, bid phase assistance, construction administration and close out phase services, along with estimates of costs for construction projects including site and utility improvements, detailed studies on specific items, conducting investigations, preparation of reports, land surveying activities, construction inspection, and construction contract administration. Other services may include preliminary land planning services including land use entitlements, permitting, and easement plat descriptions services.

Surveying services may include traditional topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features. Related work may include construction staking and layout; horizontal and vertical alignments; determine locations of property lines, boundaries, easements and rights-of-way and setting legal corner marking or survey monuments; establish and adjust benchmarks; perform research and survey work related to property divisions and mergers; perform research, title reviews and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information; prepare and interpret deeds and descriptions; develop legal descriptions and plat maps, including easements; and other survey-related tasks as necessary

Pavement Maintenance program* services include providing and/or updating a District-wide inventory and assessment of all paved parking lots and driveways, noting the features and conditions, etc. The information will be used to establish an annual paving maintenance program. An existing electronic database will be used to record the information developed from the paving inspections. Additional scope includes developing specifications and details for the pavement maintenance program, updating and maintaining District-wide pavement maintenance database, observing new paving and pavement maintenance work in progress.

General Description and Experience

Experience in a broad range of types of work typically found at education, institutional and commercial uses (as applicable to higher education projects), including grading and drainage, site utilities, drainage and retention studies and calculations, parking lot and pavement design, etc.

Optional Areas of Additional Expertise

- a. In-house survey crews
- b. ALTA surveys
- c. Storm water pollution prevention planning, AZPDES programs, NPDES requirements, procedures and planning for existing sites and new construction sites.
- d. Pavement evaluation and maintenance programs*
- e. Traffic engineering, parking studies, traffic signal design*
- f. Athletic facilities design and planning, including maintenance (running tracks, football, soccer and baseball and other athletic fields)*
- g. 3-D and laser scanning survey services*

Landscape Architecture

Provide traditional landscape architecture services including preparing reports and feasibility studies and planning, design and construction documents, cost estimates, bid phase assistance, construction administration and close out phase services for small and large projects, linked to new construction or standalone landscape development, including plant materials selection, hardscape development, landscape irrigation systems, etc.

General Description and Experience

Experience and ability to design both landscape and landscape irrigation systems specific to the Phoenix area and climate

Multiple areas of expertise desired (i.e., hardscape, malls/plazas, incorporation of public art, water features, xeriscape, etc.)

Optional Areas of Additional Expertise

- a. Water conservation planning
- b. Athletic field or other large turf area irrigation and sprinkler irrigation systems*

Mechanical Engineering, (including Plumbing and HVAC)

Provide traditional mechanical engineering services including preparing reports and feasibility studies and planning, design and construction documents, cost estimates and value engineering, bid phase assistance, construction administration and close out phase services for maintenance work or smaller addition/remodeling/renovation projects for heating, ventilation, and air conditioning systems (HVAC), plumbing system design including fire sprinklers, and energy management system controls.

General Description and Experience

General HVAC mechanical, plumbing and fire sprinkler system design in post-secondary education and similar institutional settings

New construction, remodeling and building system evaluation/replacement/upgrades

HVAC system energy and maintenance system upgrades or replacements

Optional Areas of Additional Expertise

- a. Energy use and energy conservation analysis
- b. LEED design and certification
- c. Standard energy use software programs
- d. Designing energy management and operating sequences for HVAC systems and similar controls systems
- e. Central plant chiller equipment and systems using water based cooling towers
- f. Water conservation planning
- g. Test and balance services
- h. Commissioning Services
- i. Experience in specialized building types found in post-secondary education and vocational/occupational settings such as performing arts centers, automotive repair, restaurants, commercial/institutional kitchens, physical or life science labs, data centers and computer rooms, fire science, nursing and health settings, gymnasiums, radio and television studios, fitness centers, etc.*
- j. Design, calculations and detailed bid and construction documents for fire sprinkler systems per NFPA 13*

Electrical Engineering

Provide traditional electrical engineering services including preparing reports and feasibility studies and planning, design and construction documents, cost estimates and value engineering, bid phase assistance, construction administration and close out phase services for maintenance work or smaller addition/remodeling/renovation projects for general electrical system design including indoor and outdoor lighting systems, power distribution and load analysis, renewable energy and energy conservation, emergency/backup power systems, low voltage life safety/communication/security systems, and special inspections required by code.

General Description and Experience

General power, lighting and special low voltage system design in education and institutional settings
New construction, remodeling and building system evaluation/replacement/upgrades
Experience in designing life safety/fire alarm systems, other low voltage specialized buildings systems

Optional Areas of Additional Expertise

- a. Energy use and energy conservation analysis
- b. LEED design and certification
- c. Central plant equipment and systems
- d. Commissioning services
- e. High capacity emergency generators and emergency power distribution and transfer*
- f. Outdoor and indoor athletic field and facilities lighting*
- g. High voltage distribution systems and equipment (above 480v to 4160v)*
- h. Experience in specialized building types found in post-secondary education and vocational/occupational settings such as performing arts centers, automotive repair, restaurants,

commercial/institutional kitchens, physical or life science labs, data centers and computer rooms, fire science, nursing and health settings, gymnasiums, radio and television studios, fitness centers, etc.*

Noise, Vibration and Acoustical Engineering

Acoustical Engineering services may include any of the following: Peer review, study and analysis of building acoustics, including recommendations and designs to identify and mitigate sources of noise and vibrations; reviewing external and internal sources of noise; developing acoustical design criteria for building construction elements and systems; noise and vibration control and design criteria for structure borne noise; regulation requirements and standard design criteria; design and specification recommendations of acoustical elements for interior rooms, spaces, finishes, materials, room shapes and volumes; providing engineering calculations, specifications and graphics; inspection and testing of systems; specifications for commissioning systems, etc. Also included may be noise and vibration complaint forensics, troubleshooting and addressing problems in new and mature buildings. Field acoustical testing may include physical testing (using industry approved testing instruments) of reverberation, sound transmission, and background noise levels in completed building projects, and of ambient noise levels at proposed project sites prior to design. All recommendations and work will comply with applicable ANSI, State or locally mandated standard, and where requested, LEED building acoustic analysis.

Acoustic engineering for new construction and large remodeling projects typically is provided by the design team for that project. For related audio/visual systems design and specification, see the separate section for Audio/Visual Systems Design.

General Description and Experience

Experience and ability to analyze and determine sources of unwanted noise or vibration within a building and provide recommendations for isolation, reduction or elimination of that noise.

List the types and quantities of acoustic testing equipment owned by the office.

Optional Areas of Additional Expertise

- a. Design, measurement of existing conditions or recommendations for design for optimal and possible acoustic treatments, assemblies and techniques, etc. in acoustically sensitive settings such as auditoriums, lecture halls, etc.
- b. Television and radio studios, and similar recording environments*
- c. Analysis and mitigation of outdoor noise impact including traffic and freeways, airports/airplane landing paths, etc.*
- d. Building structural vibration analysis and recommendations, including source identification, mitigation and recommendations to create low or ultra-low vibration settings for special science equipment, etc.*

Audio Visual Systems Design

Audio Visual system consultant services may include planning and advising, detailed engineering design and calculations, control system design, budget development, drawings and specifications for bidding, software programming development, construction administration, system testing/commissioning and

user training, close out documentation and other services for new construction, renovation and standalone audio-visual system projects. Audio-Visual systems design shall include all components, control systems, infrastructure, and accessories necessary to operate, use and support the systems. Audio-Visual criteria shall be in accordance with the minimum requirements of the codes and regulations adopted by the authority having jurisdiction, consistent with the fire, life safety and property protection code program, ADA and related regulations, and in accordance with the District's requirements and standards.

Audio-visual consulting services for new construction and remodeling projects may be provided by the design consultant team and their selected audio-visual consultant, or through a consultant directly contracted with the District. If services are provided through a direct contract with the District, the audio-visual consultant will participate and fully coordinate with the design consultant team. Audio-visual systems, from wiring to terminations to user equipment, are bid separately and directly to the District, based upon the consultant's drawings and specifications.

Specific areas and types of systems may include general purpose mediated classrooms, conference rooms, building-wide music and paging, video conferencing (systems and rooms), theater and auditoriums, multi-use performance spaces, audiovisual upgrade and replacement evaluations, paging systems, digital signage systems, large format video systems, CATV and HDTV systems, baseband/broadband distribution systems, radio and television studio broadcasting, presentation systems, control systems, sound reinforcement (live performance, foreground and background audio), sound masking, multi-media presentation, broadcast/recording of instructional presentations, ADA compliant assisted listening, all aspects of the digital system and infrastructure design, and all required "systems behind the systems"

All audio-visual consulting services shall be provided by the audio-visual services firm and their employees. No sub-consultants, independent contractors or "virtual partnerships" shall be used without approval of the District in advance. The audio-visual consultant shall be an independent professional consulting firm or individual without any affiliation with audio or visual equipment or materials contractors, suppliers, installers, manufacturers, or any interest that could be construed as a conflict of interest to the proposed project.

For smaller and medium complexity projects, College Instructional Technology staff typically are responsible audio/visual systems design and specification. For these projects, the audio/visual consultant may play a small assist role when and where requested. Colleges also may have preferred equipment manufacturer and standards in place.

General Description and Experience

At least five years of significant experience in start-to-finish planning, design and coordination of audio visual systems including programming/development of user needs documentation, budget development, detailed schematic shop level audio visual system drawings, equipment lists, cable schedules, control system design, and details to eliminate the need for design-build or field engineered systems installed by separate audio visual supplier/installation contractors.

Experience in higher education environments, including general purpose classrooms, lecture rooms, large meeting and community rooms is mandatory.

Optional Areas of Additional Expertise

- a. Design and specification of audio-visual systems and equipment in specialized settings such as performing arts centers and auditoriums, television and radio studios and similar recording environments*
- b. Specific project experience in the areas of distance learning (both origination and receiving) and video-conferencing, and or audio/visual signals*

Information Technology System and Network Design

Telecom/IT & Infrastructure consulting services may include the planning, design and construction administration of complex low-voltage infrastructure and related systems equipment for data, telecom and similar technology systems in a variety of facility types. Specific tasks and services may include comprehensive IT consulting to document, design, integrate and coordinate the physical space requirements, power loads, heat loads, copper cabling, fiber optic cabling, and wireless networking requirements for voice and data applications. IT consultant services may include network design, cabling infrastructure (inside and outside plant) and equipment design and specification, from service provider point of presence to termination/connection for user's equipment, assisting to develop technology system standards, developing bid documents, review of IT contractor bids and qualifications, construction administration including IT contractor management during installation, system testing/commissioning and user training, close out documentation and other services for new construction, renovation and standalone IT system projects

The District will furnish IT standards to the Consultant as needed.

IT consulting services for new construction and remodeling projects may be provided by the design consultant team and their selected IT consultant, or through a consultant directly contracted with the District. If services are provided through a direct contract with the District, the IT consultant will participate and fully coordinate with the design consultant team. IT systems, from wiring to equipment to terminations, are bid separately and directly to the District, based upon the consultant's drawings and specifications.

All IT consulting services shall be provided by the IT services firm and their employees. No sub-consultants, independent contractors or "virtual partnerships" shall be used without approval of the District in advance. The IT consultant shall be an independent professional consulting firm or individual without any affiliation with voice or data equipment or materials contractors, suppliers, installers, manufacturers, or any interest that could be construed as a conflict of interest to the proposed project.

For smaller and medium complexity projects, College Information Technology staff may assume responsible IT systems design and specification. For these projects, the audio/visual consultant may play a small assist role when and where requested. Colleges also may have preferred equipment manufacturer and standards in place.

General Description and Experience

Experience and expertise in Information Technology System and Network Design with at least five years' experience designing and coordinating the installation of various information technology

networks and systems. This will include recommendation and assistance with the selection of various and necessary components to assure that all components will work together in an effective manner.

Ability to design and engineer complete or upgrade existing network infrastructure systems

Experience and ability in handling complex network, security and e-business type systems

Assist the campus personnel with complete solution design and selection of all necessary components.

Specific project experience to include recommendation and assistance with the selection of various and necessary components to assure that all components will work together in an effective manner, including video surveillance systems backbones, security firewalls, wired and wireless networks, network access control, network security and network monitoring systems

Security System and Access Control Design

Security system and access control consulting services may include building and/or plan analysis, planning, integration and coordination of physical requirements, design and construction documents, cost estimates and value engineering, bid phase assistance and construction administration, for projects ranging from new construction, remodels, stand alone projects and/or system upgrades in a variety of facility types. Consultant services may also include assistance in develop of system standards, review of bids and contractor qualifications, coordination of Security Contractor management during installation, system testing/commissioning and user training, close out documentation and other services as necessary.

In general, system design may include keying, readers, surveillance cameras, contacts, sensors, wired or wireless communications, hardware and software and their communications to various control elements.

Security System and Access Control consulting services for new construction and remodeling projects may be provided by the design consultant team and their selected Security consultant, or through a consultant directly contracted with the District. If services are provided through a direct contract with the District, the Security consultant will participate and fully coordinate with the design consultant team. Security systems, from wiring to equipment to terminations, are bid separately and directly to the District, based upon the consultant's drawings and specifications.

All consulting services shall be provided by the Consulting services firm and their employees. No sub-consultants, independent contractors or "virtual partnerships" shall be used without approval of the District in advance. The Security System and Access Control consultant shall be an independent professional consulting firm or individual without any affiliation with specific equipment or materials contractors, suppliers, installers, manufacturers, or any interest that could be construed as a conflict of interest to the proposed project.

For smaller and medium complexity projects, College Facilities and/or IT staff may assume responsibility for systems design and specification. For these projects, the Security consultant may play a small assist role when and where requested. Colleges also may have preferred equipment manufacturer and standards in place.

General Description and Experience

Experience and expertise in Security System and Access Control Design with at least five years' experience designing and coordinating the installation of various Security and Access Control systems. This will include recommendation and assistance with the selection of various and necessary components to provide a complete system and assure that all components will work together in an effective manner.

Building Related Design, Support or Analysis Services

Building Code Review and Compliance

The District is under the jurisdiction of either the Arizona State Fire Marshall for Fire Code, with some local municipalities assuming Fire Code review, for District facilities. The District is not subject to other local jurisdiction code reviews and permitting for on-site work (existing and proposed new construction/remodeling). The objective of the Building Code Consultant's work is to provide complete in-lieu code review, plan review, permitting and field inspections using, and fully enforcing, the codes and ordinances at the location of the project. The Code Consultant becomes the District's "Authority Having Jurisdiction" for services not under jurisdiction of the State or local Fire Marshall.

The District remains subject to local jurisdiction for offsite work and some on-site utility and drainage design that impacts offsite municipal infrastructure.

The Building Code review and compliance services includes review and validation that existing construction as well as proposed construction conforms to regulatory requirements. Possible services include comprehensive plan reviews for compliance with applicable codes for new and remodeling work, in the following disciplines ADA/accessibility, life safety, fire code, architectural, structural, mechanical, plumbing, fire sprinklers and extinguishing systems, electrical, and energy codes, as well as application of local municipal requirements for zoning, drainage, site improvements and drainage. The Consultant also will provide field review of work to assure compliance, acting as the de facto municipal code authority for the District. Our code consultant will work with District architectural and engineering consultants to review code issues, evaluating different approaches allowed by code, and making suggestions for the preferable or most economical solution

Other services may include building code audits and compliance surveys, multi-code conflict resolution, consultation and negotiation with authorities, and design team consultation and coordination

General Description and Experience

Significant experience, familiarity and appropriately IBC certified personnel in fire, building, structural, mechanical and plumbing codes, fire sprinklers, electrical, energy conservation and accessibility codes used by local municipal jurisdictions in Maricopa County

Appropriate/similar NFPA certification and familiarity with NFPA Building Construction and Safety Codes, Life Safety and Fire Codes

Advising the District on code questions or issues as they arise in existing facilities, including working with colleges to review conditions or respond to small scale questions

Experience and familiarity with other locally used and adopted codes such as ANSI 17.1, ASHRAE standard 90.1, International Energy Conservation Code, Americans with Disabilities Act (ADA), etc.

Review of civil engineering designs and calculations for site drainage and retention using applicable municipal codes and ordinances

Providing field inspections to determine compliance with appropriate codes

Experience providing code and field review services for municipalities as extensions, or in place, of their own staff

Audits, surveys and evaluation of the fire protection systems (alarm, smoke control and fire sprinkler) and handicapped access/egress elements of a building or facility to provide guidance in retrofit projects as well as to assess properties for acquisition

Optional Areas of Additional Expertise

Performance-based Code Compliance: Applying principles of performance-based design to determine alternative methods for satisfying the fire protection and life safety intent of the applicable codes and standards*

Timed Egress Analysis*

Fire Modeling*

Smoke Control Modeling*

Fire Alarm/Sprinkler Prediction Response Time*

Calculated Fire Resistance*

Construction Cost Estimating

Cost estimating services may include construction-related cost estimates at various stages of planning and during the construction process, ranging from conceptual estimates prepared at the very early stages of the project (prior to retaining a project architect or establishing a design team), cost estimates as the project becomes more defined and developed, to confirming cost estimates for changes to be made during construction. Other services may include life cycle cost analysis, construction cost inflation recommendations for project planning, claims analysis or other special reports.

The primary cost estimating services for large new construction and remodeling projects is provided by the design consultant team. Our direct-to-own cost consultant may produce a third party confirming estimate; meet, discuss and reconcile that estimate with those produced by the design team and contractor; and participate in value engineering sessions on behalf of the District.

General Description and Experience

Substantial experience creating independent cost estimates or confirming cost estimates created by others in a wide variety of building systems, types of uses and construction materials, with specific experience in project types typically found in education and institutional uses.

Experience cost estimating for both traditional competitive bid and construction manager at risk delivery method projects

Experience in value engineering

Include at least five (5) most recent examples with various ranges of construction costs, showing final per-construction estimate, breakdown of this estimate by CSI division or trade, actual Consultant bid and initial schedule of values for the project. In addition, include an additional ten

(10) examples within the past year, showing final per-construction estimate and actual Consultant bid.

Optional Areas of Additional Expertise

- a. Ability and experience to advise the District regarding proposed CM at Risk general conditions, overhead and fees for negotiated contracts, both recommending amounts and rates in advance of selection/negotiation as well as review of proposed amounts and scopes during contract negotiation

Interior Design for FF&E Assistance

Interior designer services including assisting colleges with selection and purchases of FF&E on both new facilities or pure replacement of existing FF&E, work with an independent project design team on a new project for FF&E selection. The predominance of FF&E purchased by the District is accomplished through existing open purchasing agreements with local vendors and manufacturers, or State/regional/national cooperative purchasing agreements. Users require assistance with selection of the specific items from the total catalog provided in each agreement. Services also may include management and coordination of the delivery and installation of FF&E, helping to draft standard specifications, budgeting and cost estimates, scheduling, bid ready specifications for items not available under open agreements, submittal reviews, punch list and warranty collection for FF&E, fabric and material selections, including color boards, move management, coordination of FF&E with architect's furniture plans, data, telecommunications, audio visual systems and electrical outlets,

General Description and Experience

- Experience in FF&E selection, specification and procurement for public or government entities, preferably secondary or post-secondary education clients.
- Establishing or working from open purchasing agreements with FF&E representatives or manufacturers.
- Experience in both free standing and systems furniture
- Experience with coordination of move management services; interfacing with suppliers and Users for furniture relocation, re-use, or new installations.

Optional Areas of Additional Expertise

- a. Move management
- b. LEED design and certifications for interior design and FF&E/contents

Energy Conservation/Use Analysis Engineering

Energy Conservation consultant will evaluate and analyze key elements of the existing or proposed HVAC and electrical systems to identify potential energy reduction, energy conservation measures (ECMs) and other efficiency improvements. Systems that may be evaluated include boilers, pumps, heat pumps, variable-frequency drives (VFDs), chillers, air-handling units, area or room air distribution boxes, exhaust fans and ventilation units, control devices, energy management systems, computer control system, lighting systems, power use, etc.

Services and tasks that may be required include documenting details of existing equipment, systems, operations practices, and energy use; detailed investigation of the site or building energy affecting and

energy consuming operations practices, equipment, and systems; identifying and recommending energy conservation opportunities based on rigorous investigation, data collection, and analysis; providing pros/cons and prioritize options; estimating costs (including soft costs payback or life cycle analysis calculations); designing and specifying equipment or other recommended changes; assuring that selected measure designs are completed and/or finalized and measures are implemented; assisting the District with grant and rebate opportunities; and verifying implemented measures through visual inspection, functional test, or other approved method.

The Energy Conservation Consultant may work on existing building or be asked to review, evaluate and make recommendations on proposed remodeling and new construction projects, including the review of systems designs provided by other project consultants.

Electricity and natural gas utility data will be furnished for each building or location.

General Description and Experience

Mechanical and electrical engineers familiar and experienced in energy conservation design, analysis of existing facilities and development of system-wide energy conservation plans
Experience and familiarity with standard energy use software programs

Optional Areas of Additional Expertise

- a. Experience in designing energy management and operating sequences for HVAC systems and similar controls systems
- b. Experience in writing and/or evaluating third-party performance contracting/energy services company (ESCO) proposals*
- c. Building shell and finishes energy conservation review and recommendations (predominantly architectural based analysis and design)*

Roofing and Waterproofing (Envelope) Consulting

The District has many different types of roofs including asphalt built-up, clay tile, standing seam metal, corrugated metal (as part of a pre-engineered metal building), R-Mer-Lite (proprietary light gauge, lap seam flat metal roofing installed over a “Z” strip and EPS insulation), polyurethane foam with various coating systems including cementitious and acrylic, various types of single-ply membranes, and TPO.

Roofing and waterproofing consultant services may include detailed evaluations of existing buildings, including failure analysis, maintenance inspection and budgeting programs, specification development for new and existing buildings, installation compliance inspections, and peer reviews. More specifically, work tasks may include roof below grade waterproofing inspections, moisture intrusion surveys, core sampling (*excluding* asbestos testing), roof and waterproofing system condition evaluations, roof repair or replacement design documents including drawings, details or specifications as appropriate, project prioritization, budgetary cost estimating, reviews of submittals and samples, quality control inspections, roof system maintenance training, and warranty claim assistance.

The Consultant may work directly with and for the District, or may advise consultant teams and review their design and contract documents.

Structural, electrical or mechanical review or design required due to changes in systems design, revisions, roof loads, and roof loads associated with the temporary placement of roofing materials on a building shall be performed by a licensed structural, electrical or mechanical engineer provided by the District.

The District currently has about 5.5 million square feet of roofs of all types and in all conditions. The roofing Consultant also will provide a District-wide inventory and assessment of all roofs, noting the type of roofing, features of the roof, roof condition, etc. The District has an existing electronic database that the consultant will use to record the information developed from the roofing inspections. Services then will include creating recommendations for an annual roofing maintenance program, creating specifications, drawings or details for recommended work, assisting the District to develop pricing scopes and roof contractor selection, reviewing of work and assuring quality control for work in progress, maintaining warranty records and roof data base.

The roofing and waterproofing consultant shall be an independent professional consulting firm or individual without any affiliation with roofing or waterproofing contractors, suppliers, installers, manufacturers, or any interest that could be construed as a conflict of interest to the proposed project. Candidates shall also be affiliated and/or accredited with a minimum of one or all of the following groups; Roof Consultants Institute (RCI), Registered Roof Consultant (RRC), Registered Waterproofing Consultant (RWC)

General Description and Experience

An engineer, architect or certified roofing consultant with at least ten years of design and construction of roofing, re-roofing and waterproofing projects

List different types of waterproofing, roofs and roofing manufacturers and systems that you have experience.

Describe your approach for (1) doing an observation and inspection of an existing roof (2) creating an annual maintenance program for multiple location, multiple types of roofs (3) testing procedures and approach commonly used to discover the precise nature of a leak or roofing problem

List any specialized equipment that your firm uses to investigate roofs that can be used **for both destructive and non-destructive moisture surveys**

List nationally recognized registrations or certifications in which firm members are active and currently certified such as the Roof Consultant Institute (RCI), Roofing Waterproofing (RWC), The Institute of Roofing & Waterproofing Consultants (IRWC) and Roof Consultants Institute (RCI). Preferably, the Technical Field Staff should all be Registered Roof Observers

Consultant must be familiar and have worked with FM Global's requirements for roofing systems including their RoofNav specification and approval system

Familiarity and competence with database roofing maintenance programs

Optional Areas of Additional (Roofing) Expertise

- a. Significant and specific project experience with urethane foam roofing systems using "single lock" and "double lock" acrylic coating applications. This type of roof is the District's standard and preferred system.

- b. Provide training to the district staff for proper roof inspection procedures and reporting, warranty procedures, roofing systems maintenance and repairs procedures that include appropriate repair materials and procedures for the types of roofing systems maintained by the District including roofing field materials, gutter, downspout, scupper, flashing, expansion joint and pitch pocket repairs.*

Vertical Transportation Consulting

Vertical Transportation Consulting Services may include all areas of existing in place and new vertical transportation design, construction, modification, service and maintenance. The Consultant will be utilized on equipment repair and/or installation of existing or new vertical transportation equipment. The objectives and tasks of these services may include: minimizing the costs and risks of the operation of its vertical transportation equipment; successful startup and commissioning of the vertical transportation equipment; developing design criteria and/or reviewing designs and criteria provided by other design teams; ensuring that the vertical transportation equipment operates reliably and in compliance with all applicable federal, State and local laws, rules, regulations and standards, including all areas under the jurisdiction of the State Elevator Inspectors; performing existing equipment assessments and provide professional level reports on condition, traffic analysis (useage), and recommendations; evaluating ADA and Code compliance; all phases of modernization or alteration including scope, specifications, bidding, contract review, scheduling and project management; performing and/or acting as Owner's representative at periodic and certification inspections; and provide performance testing of the completed installation and monitor maintenance through warranty.

The Consultant also will create and manage a District-wide elevator maintenance program that includes identifying and reporting on short and long term repair, replacement, adaptive reuse, and modernization priorities and recommendations with cost estimates; evaluating service levels, maintenance, equipment conditions and operation and making recommendations; reporting of competence of preventative maintenance program and make recommendations; developing contract maintenance specifications customized to the building requirements and acting as Owner's representative in bidding and selection and monitoring of maintenance contracts; and negotiating pricing and validating billing; and assessing and reporting elevator damage.

General Description and Experience

The consultant must have a minimum of 3-5 years of experience in Vertical Transportation Consultant Services including existing systems/equipment repair and maintenance, and installation of new vertical transportation equipment.

Air/Water Test and Balancing Services

The test and balance (TAB) process will verify and document compliance of air and hydronic flows versus the design criteria, as well as identify and document deficiencies in these systems that may be preventing achievement of the design criteria. The TAB firm may be involved beginning in the design phase and extending through the warranty phase of the project. During the design phase, the TAB firm may be asked to review the design to ensure it meets design objectives. During construction, the TAB

firm develops and coordinates the execution of a TAB plan, including pre-TAB observations, field reports, participation in building system commissioning as part of the Commissioning Plan, and implementation of air and water balancing and documenting all systems' performance ensuring that the systems are functioning in accordance with the contract documents. The TAB firm generally will be contracted directly to the District.

Where TAB services are required for LEED or other environmental certification, all tasks and work products shall conform to the requirements of the certification. The TAB firm will not be responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem solving or resolving non-conformance issues or deficiencies.

Building system commissioning services are provided through by a separate annual service category. If the TAB firm also is interested in providing building commissioning services, please reply in that section as well.

General Description and Experience

Provide hydronic balancing for the heating water system, chilled water system (both air and water cooled systems), and heat recovery systems, including functional performance testing reports for coils and pumps that are within those equipment and systems.

Provide air system balancing of various types of air handling units and systems, laboratory exhaust and airflow control system components and controls, general exhaust fans, complete grille and register reports, motor operation, and duct traverse reports for each main duct system riser, distribution branch, and air outlet/supply.

Proposer shall be a member in the Associated Air Balance Council (AABC) or certified by the National Environmental Balance Bureau (NEBB).

Proposer shall have a minimum of five years' experience in TAB services.

Include copies of Test and Balance Engineer's (TBE) Certificate for proposed staff.

Provide a list of at least ten recent projects' experience, preferably in building uses/types commonly found in post-secondary education, along with the mechanical engineer and owner references for each project.

Optional Areas of Additional Expertise

- a. Expertise and experience providing building system commissioning services*

Building Commissioning

Building commissioning services are intended to facilitate, document, and assure that the building systems fulfill the functional and performance requirements of the District, occupants, and building operators. Building systems typically commissioned include heating, ventilation and air conditioning, emergency power, lighting controls, building/energy controls, emergency generator, fire alarm and life safety systems. The Commissioning Agent (CxA) will be in charge of the commissioning process and make the final recommendations to the owner regarding functional performance of the commissioned building systems and will be an objective, independent advocate for the Owner.

The CxA shall document and verify compliance with owner and consultant criteria throughout the design process, during construction, at building startup and initial operation, and throughout the

warranty period. The CxA is responsible for documenting and summarizing owner criteria for system function, performance, and maintainability in a statement of Design Intent. The CxA will develop detailed commissioning specifications, and will review the building design, as it is developed, for compliance with the Design Intent. At a minimum, the commissioning plan will include a list of function to be tested (e.g., calibration, economizer control, etc.), the conditions under which the test shall be performed (e.g., winter design conditions, full outside air, etc.), and the measurable criteria for acceptable results.

During construction, the CxA will develop and coordinate a testing plan and will provide construction observation reports. The CxA will review and comment on the certified testing procedures, developed by the testing and balancing contractor. The CxA shall document systems performance and verify that the systems are functioning in accordance with the design intent and the contract documents. The CxA will confirm that building operation and maintenance (O&M) systems manuals are complete for equipment and systems that are part of the commissioning work. The CxA will verify that system operations training is conducted to owner satisfaction or upon request, assist with user/operator training.

Where building commissioning is required for LEED or other environmental certification, all tasks and work products shall conform to the requirements of the certification. The building commissioning firm will not be responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem solving or resolving non-conformance issues or deficiencies.

All building commissioning services shall be provided by the building commissioning firm; no sub-consultants shall be used. Test and balance services will be provided by a separate firm.

Air and water hydronic test and balance services are provided through by a separate annual service category. If the building system commissioning firm also is interested in providing test and balance services, please reply in that section as well.

General Description and Experience

Indicate the technical services you or your firm specializes in. Particular emphasis should be provided on the method of commissioning used by your firm (e.g., your firm performs functional tests or you monitor the start-up procedures of all Consultants and sub-consultants).

Must be familiar and experiences with commissioning processes and documentation required for LEED certifications

Project Experience: Describe prior work performed during the last five (5) years that is similar to the work being proposed under this RFP. In particular, provide a list of school facility projects, including projects with science lab ventilation systems or large chiller central plant equipment components. In an absence of such projects, provide a list of most recent projects of similar nature and briefly discuss, based on these examples, your ability to successfully commission the school facility projects. Specifically note any of these projects that were seeking LEED certification.

The areas of expertise and experience required to perform commissioning services include:

- Chilled water systems (chillers, cooling towers, heat exchangers, pumps, condensers, piping, valves)

- Hot water system (boilers, hot water pumps, valves, piping)
- Steam distribution systems (boilers, piping, hot well, steam traps, condensate pumps)
- Air handling units (supply fans, return fans, coils, valves, variable frequency drives, ducts, dampers, filters)
- Packaged air conditioning (AC) or heat pump (HP) units (supply fans, return fans, coils, valves, VFD, ducts, dampers, filters, compressors, condensers)
- Terminal units and unit heaters
- Heat recovery system (coils and pumps)
- Domestic water system (heaters, valves)
- Energy management systems (controls - pneumatic, electric, and direct digital)
- Lighting controls (light sweep and daylight dimming)
- Fire alarm systems
- Emergency power systems

Submit at least TWO sample building commissioning plans (electronic format and files please) that contain the following:

1. Copy of a Table of Contents from a Commissioning Plan used for an educational or institutional project
2. Sample of commissioning specification for a single, selected equipment that is a major component in a central plant chiller system
3. Sample of functional testing procedures for that same piece of selected equipment
4. Sample of inspection checklist for that same piece of selected equipment
5. Sample of commissioning issues log for that same piece of selected equipment
6. Copy of the Executive Summary of that Final Commissioning Report

These samples must contain sufficient evidence indicating that the firm or individual understands commissioning procedures and performs commissioning with sufficient expertise.

Personnel experience: A minimum of five (5) full years in providing commissioning services is required. The CxA must have acted as the principal CxA for at least five projects within the past three years. Experience with projects similar in size and scope to current District projects types/uses/sizes is required. Extensive experience with the startup, operation, and troubleshooting of HVAC systems, emergency generator systems, and building automation systems. Extensive experience in writing commissioning specifications and test protocols, developing commissioning plans and schedules, and managing the commissioning process. Knowledgeable in building systems operation, maintenance, and training. Field experience using test equipment to verify air, water, electrical, and fire/life safety systems. Experience with energy efficient equipment and system design, and control strategy optimization. Direct experience in monitoring and analyzing system operation using building automation system trending and stand-alone data logging equipment.

List currently held certifications including Building Commissioning Association (BCA), Certified Building Commissioning Professional (CBCP), etc.

Optional Areas of Additional Expertise

- a. Indicate experience and capability to provide optional services such as development, evaluation and specification of system-wide energy controls systems and open purchase orders; energy audit

reports including equipment/system usage or strategy (e.g., control strategies) differences between the energy audit and the design or construction bid documents.

- b. Building envelope systems commissioning, including curtain walls, etc.*

Asbestos/Hazardous Materials Abatement, Air and Water Quality Testing and Industrial Hygiene Consulting

Hazardous Materials related services may include identification of hazardous materials and providing recommended methodology for management or removal of hazardous materials such as asbestos, lead paint, PCB (polychlorinated biphenyl), and other contaminated waste, soil and groundwater, preparation of appropriate sections of a bidding document, abatement monitoring and clearances provided following abatement. Additional Industrial Hygiene services may include Indoor Air Quality surveys, personal and area monitoring, and hazardous determinations of debris from projects.

Industrial Hygiene services may include environmental monitoring, Indoor Air Quality (IAQ) analysis including VOC's, allergens and pollens, mold and microbial testing, temperature, relative humidity, carbon monoxide, carbon dioxide, odor identification and source tracing, and particulate testing and evaluations.

Other general services may include preparation of environmental assessments; planning and implementation of environmental and hazardous/toxic investigations including planning and implementation related to environmental restoration; preparation of concept, preliminary and other related efforts to prepare assessments, conduct investigations, and prepare reports and designs.

Water damage and mold/moisture intrusion assessments and recommended appropriate restoration measures shall be as delineated in The Institute of Inspection, Cleaning and Restoration Certification ANSI/IICRC S-500 and S-520.

The actual remediation or abatement work will be done by other firms.

General Description and Experience

List specific experience in testing, abatement management and clearances following abatement for different types/variety of materials, including asbestos, lead, PCB, leaking underground storage tanks, etc. Describe the experience for each, including investigation, remediation, etc.

List specific experience in industrial hygiene services including testing, monitoring and tracing of a variety of different types/variety of materials and gasses, including mold/microbial contamination, air quality testing and investigation, waterborne contamination such as Legionella, etc. Describe the experience for each, including investigation, remedies and recommendations, etc.

Indicate which of the above typical services is performed in-house or performed by others, and if so, who commonly performs these services for your firm, their experience and where they are located.

List and provide the experience of proposed in-house staff, including Certified Industrial Hygienists (CIH). Provide a copy of the Board of Industrial Hygiene Certificates for proposed certified staff. List other specialized or professional in-house staff and the number of staff members, including environmental engineers, environmental scientists, certified safety professionals, PhD level microbiologists, geologists, chemists, hydrology, hydraulic engineers, and geotechnical engineers.

Optional Areas of Additional Expertise

- a. Phase I and II Environmental Assessments*
- b. Indoor Air Quality (IAQ) Assessments, including testing and monitoring of VOCs, mold, microbial or fungus*
- c. List any other specialized experience of the firm in energy conservation, pollution prevention, waste reduction, ground water issues, and the use of recovered materials*

Firm selections may fall into multiple categories if an insufficient number of firms have the capability and experience across all desired categories. These categories would include:

- Asbestos, lead, PCB and other traditional ACM
- Air quality and industrial hygiene testing and analysis
- Waterborne contamination such as Legionella
- Ground water quality testing and advising, including testing for underground fuel tanks or other ground water and sub-surface pollutants

Geo-Technical Engineering and Materials Testing

Provide geo-technical engineering and testing services related to new construction projects, site work or to test and identify soils or materials problems unrelated to a construction project. For new construction, firms typically provide the initial soils sampling, geo-technical report and recommendations to the project's engineers regarding soil mechanics earthwork, foundations and paving, and then become responsible for construction observation and testing of materials placed into, or processes used in, the project. Also included may be investigations, reports and general or forensic analysis, and special inspections related to soils or structural problems.

General Description and Experience

Ability to provide geo-technical field investigation, including drilling cores, seepage pits, etc., and then provide soils reports and recommendation to the District or their consultants

Experience and ability to provide special inspections required by code related to earthwork and construction materials or assemblies (for example, special inspections for reinforcing bar or concrete placement, installation of epoxy anchors, high strength welds or bolt torques, etc.)

Experience in and ability to provide materials testing services, including soils, paving materials and base, concrete, masonry and grout, steel including ultrasonic or visual weld inspections, fireproofing thickness and density, etc. Indicate any of testing or inspections proposed to be sub-contracted to another firm (ultrasonic or visual weld inspection, for example, provided by a subcontracted firm).

Optional Areas of Additional Expertise

- a. Other related areas of testing or consulting by your firm such as roofing evaluation, Phase I Environmental reports, etc., along with examples and qualifications of personnel. *If these areas*

are the same as other specialty areas requested in this Request for Proposals, please respond in those areas separately if you have a desire to be selected as a primary provider of those services.

b. In-house drill rigs for soil borings

Firm selections generally will be divided into three firm size categories that will match project sizes/scopes:

- Large firms (21 or more PE's + Lab techs + field techs)
- Medium firms (10 to 20 PE's + Lab techs + field techs)
- Small firms (9 or less PE's + Lab techs + field techs)

Provide Unit Costs for Geotechnical Engineering and Material Testing:

A. Hourly rates and unit testing costs

1. Field Explorations

Field Technician	\$ _____ hour
Drill Rig and Crew	\$ _____ hour
Vehicle	\$ _____ mile
Project Engineer	\$ _____ hour

2. Laboratory Testing

Minus No. 200 Sieve and Plasticity Index	\$ _____ each
Sieve Analysis and Plasticity Index	\$ _____ each
Swell Potential	\$ _____ each
Moisture Content and Dry Density on Rings	\$ _____ each
Standard Proctor	\$ _____ each
Compression	\$ _____ each
Direct Shear (three points)	\$ _____ each
R-Value	\$ _____ each
pH/Resistivity	\$ _____ each
Soluble Salts, Sulfates/Chlorides	\$ _____ each

3. Engineering Analysis and Report

Project Engineer	\$ _____ hour
Clerical	\$ _____ hour
Reproduction	_____ page

Use the following as a guideline only for estimating field testing and report. Actual geotechnical investigation and report costs will be determined for each project.

Typical drilling time _____ hours/core	
Typical cost for percolation test	\$ _____ each
Typical cost to prepare a: 'simple' report and analysis	\$ _____ each

'moderate' report and analysis	\$ _____ each
'complicated' report and analysis	\$ _____ each

B. Construction Materials Testing Unit Rates

1. Field Sampling and Testing

Technician: Observation and Testing	
Soil, concrete and asphaltic concrete	\$ _____ hour
Special structural or foundation inspection	\$ _____ hour
Inspection of fire proofing	\$ _____ hour
Other materials sampling	\$ _____ hour

Technician: Other	
Minimum charge per site visit	_____ (# of) hour(s)
Standby charge	\$ _____ hour
Travel	\$ _____ hour
Overtime rate (e.g., 1.25)	_____ x hourly rate
Overtime is considered (define hours/days):	_____

Welding/Bolting Inspection (ICBO Certified)	
Visual welding inspection	\$ _____ hour
Ultrasonic weld inspection	\$ _____ hour
Bolt torque inspection/testing	\$ _____ hour
Engineer: Field inspections and consulting	\$ _____ hour
Coring equipment	\$ _____ hour
Vehicle cost	\$ _____ mile

C. Trip Charges for geo-technical testing to major campus locations

For each project, a trip charge will be used for billing purposes. Please provide a calculated mid-2010 trip charge to each of the following college locations. The trip charge should include all charges for travel time, mileage, etc. For work at other locations, the trip charge will be calculated from the information above. All references to trip charges throughout the RFP should refer to a total, ROUND-TRIP, price, from your lab or your dispatch location to the site and back.

CHANDLER GILBERT COMMUNITY COLLEGE	\$ _____ trip
Pecos Campus	
2626 East Pecos Road	
Chandler, Arizona 85225	

CHANDLER GILBERT COMMUNITY COLLEGE	\$ _____ trip
Williams Campus	
(at the former Williams Air Force Base)	
6001 South Power Road	
Mesa, Arizona 85206	

ESTRELLA MOUNTAIN COMMUNITY COLLEGE \$_____trip
3000 North Dysart Road
Avondale, Arizona 85340

GATEWAY COMMUNITY COLLEGE \$_____trip
108 North 40th Street
Phoenix, Arizona 85034

MARICOPA SKILL CENTER \$_____trip
1245 East Buckeye Road
Phoenix, Arizona 85034

GLENDALE COMMUNITY COLLEGE \$_____trip
6000 West Olive Avenue
Glendale, Arizona 85302

GLENDALE COMMUNITY COLLEGE NORTH \$_____trip
South Side of Happy Valley Road,
between 57th Ave. and 61st Ave.

MESA COMMUNITY COLLEGE \$_____trip
1833 West Southern Avenue
Mesa, Arizona 85202

MESA COMMUNITY COLLEGE \$_____trip
Red Mountain Campus
7110 East McKellips Road
Mesa, Arizona 85207

PARADISE VALLEY COMMUNITY COLLEGE \$_____trip
18401 North 32nd Street
Phoenix, Arizona 85032

PARADISE VALLEY COMMUNITY COLLEGE \$_____trip
Desert Foothills/North Site.
56th Street and Carefree Highway
Scottsdale, Arizona 85382

PHOENIX COLLEGE \$_____trip
1202 West Thomas Road
Phoenix, Arizona 85013

RIO SALADO COMMUNITY COLLEGE \$_____trip
and DISTRICT SUPPORT SERVICES CENTER
2323 and 2411 W. 14th St.

Tempe, Arizona 85281

SCOTTSDALE COMMUNITY COLLEGE
9000 East Chaparral Rd.
Scottsdale, Arizona 85250

\$ _____ trip

SOUTH MOUNTAIN COMMUNITY COLLEGE
7050 South 24th Street
Phoenix, Arizona 85040

\$ _____ trip

D. Laboratory Testing

NOTE: The unit cost for the following tests should include the cost of the technician or engineer's time necessary to take, handle and test the material requested.

Concrete, mortar and grout:

Curing, capping and testing specimens, including
cost of molds, per four cylinder set \$ _____ set

Block

UngROUTED prisms \$ _____ per SIX prism set

GROUTED prisms \$ _____ per SIX prism set

Asphalt

Marshall density (3-point) \$ _____ each

Bitumen extraction & aggregate

Gradation \$ _____ each

Core density and thickness \$ _____ each

Soil and Aggregate

Proctor density ASTM D-698 \$ _____ each

Swell potential \$ _____ each

Plasticity Index \$ _____ each

Sieve analysis \$ _____ each

3. Other outside services

Mark-up on costs for additional outside services- cost + _____

5.3 DEVIATIONS FROM RFP

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

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

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

5.4 SIGNATURE

The Consultant 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.

5.5 AWARD CONSIDERATION

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

END OF SPECIFICATION

6. 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

SAMPLE ANNUAL SERVICES CONSULTANT AGREEMENT

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

CONTINUING SERVICES AGREEMENT FOR CONSULTANT SERVICES

(“AGREEMENT”)

SAMPLE

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

**CONTINUING SERVICES AGREEMENT FOR CONSULTANT
SERVICES**

(“AGREEMENT”)

DATE: «BegDate»

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street
Tempe, AZ 85281
480-731 -8520

and

«Company»

«Address1»

«City» «State» «PostalCode»

Office Phone: «OfficePhone»

Fax Phone: «FaxPhone»

(“CONSULTANT”)

«CATEGORY» CONSULTING SERVICES

Contract Number: «Contract»

BACKGROUND

A. The real property on which the most of the facilities of the Maricopa County Community College District (DISTRICT) sit, and the facilities themselves, are owned by the DISTRICT. The DISTRICT, a political subdivision of the State of Arizona, owns, manages, operates, and finances the real property and facilities on that property, and also leases facilities for the DISTRICT's use.

B. The DISTRICT, desires to enter into this Agreement for professional services to be provided by the CONSULTANT to support the educational goals and objectives of the DISTRICT. The CONSULTANT represents itself as competent and capable of accomplishing the specific requirements of this Agreement to the satisfaction of the DISTRICT.

AGREEMENT

The parties agree as follows:

1. Duration. The term of this Agreement will begin on «BegDate» and expire on «EndDate» unless terminated earlier under Paragraph 6. Should a project or purchase order be in process at the time of the end date of this Contract, the Contract automatically will be extended through the completion of this work only and final payment is made. This Agreement is renewable for four successive one-year terms through an amendment that complies with Paragraph 6.

2. Projects. CONSULTANT may be assigned specific projects under this Agreement, at the sole discretion of the DISTRICT. CONSULTANT may not begin work until it receives a purchase order from the DISTRICT. For each project that the CONSULTANT is assigned, CONSULTANT shall provide those services set forth on Exhibit "A" prepared for each project and attached to this Agreement ("Services"). The CONSULTANT'S Services and work for each project identified in each Exhibit A shall comply with current applicable laws, statutes, ordinances, rules, regulations, building and construction codes, the Americans With Disabilities Act (ADA), **Section 504** of the **Rehabilitation** Act of 1973, and with generally accepted design and engineering standards, including Chapter 4, Title 34 A.R.S. When no local or state codes apply, the current edition of the International Building Code, International Fire Code, Uniform Plumbing Code or International Plumbing Code, International Mechanical Code, the National Electrical Code/ NFPA-70, State and Federal Safety and Health laws, State of Arizona Fire Code, and National Fire Protection Association Standards in effect at the time the purchase order for the specific project or Work is issued, shall apply. During any phase or portion of this Agreement, if the Consultant discovers or suspects previously unidentified hazardous materials, it shall notify the District in writing immediately.

3. Compensation and Reimbursement. The DISTRICT agrees to pay CONSULTANT, as consideration for performance of the Services, and to reimburse CONSULTANT for expenses, as set forth and outlined in Exhibit "A." Where the CONSULTANT's proposal differs in terms or conditions from this Contract, this Contract's terms and conditions shall govern. All purchase orders shall be considered FIXED FEE agreements unless specifically stated otherwise in the purchase order, regardless of the wording within the CONSULTANT's proposal.

The DISTRICT will pay and reimburse CONSULTANT only after it receives an itemized invoice specifying the compensation owed, the items for which reimbursement is sought, the Services provided and the dates that it provided them. Where a project budget is provided to the Consultant at the beginning of a project and the low responsive, responsible bid exceeds that amount, at its option, the District may seek additional internal funding and proceeding with the project as bid, with no additional fee increase due to the Consultant; or, the District may require redesign and re-bid of the project to meet the budget at no additional fee to the District.

The hourly rates for this Agreement are established for the first year of the contract. Rates may be adjusted on the first day of the new month of the additional year of the Agreement. The CONSULTANT will perform an internal review of its labor rates for escalation each year. These rates will be reviewed and compared to the

Federal Bureau of Labor Statistics Employment Cost Index, Table 2, Occupational Group, Professional Specialty and Technical, Western Regional Adjusted data (<http://www.bls.gov/ro9/>, Wholesale Inflation (PPI by industry, national)). The average of the two rates will be the actual adjustment for labor rates, not to exceed +/- 4% annually.

Reimbursable Expenses for air and local transportation, meals and hotel expenses in connection with out-of-town travel made by the Consultant and the Consultant's employees and sub-consultants in the interest of the Project will be paid at actual cost, with no mark-up, per GAO policy. These expenses, and related rules for other travel expenditures, shall not exceed prevailing rates applicable to State employees as listed in the State of Arizona General Accounting Office information (<http://www.gao.az.gov/travel/default.asp>, Maximum Mileage, Lodging and Meal Reimbursements). Airfare for out of town travel will not exceed the average coach airfare provided by a range of major air carriers for the same route and travel arrangements. Where travel and out-of-town costs are for a common trip in which the Consultant or sub-consultant supports more than the District's Project, the costs shall be apportioned between all of the projects and Owners. All proposed out of town travel and related expenses shall be approved in advance by the Owner, whether for the prime consultant or sub-consultants. There is no reimbursement for meals or other travel related expenses (except airport parking) in a town where the person is based.

For all other Reimbursable Expenses as shown in Exhibit A, a maximum multiple of **1.10** times the amounts expended by the Consultant and sub-consultants in the interest of the Project. No additional mark-up shall be allowed on sub-consultant reimbursable expenses.

4. Representations. CONSULTANT represents itself as competent and capable of accomplishing the specific requirements of this Agreement to the satisfaction of the DISTRICT. CONSULTANT represents that it shall perform the Services in a skilled, competent, experienced, prudent, and professional manner. CONSULTANT shall complete project assignments on the schedule provided by the District and agreed to by the Consultant, conforming to the standards of quality generally recognized and accepted within its profession. CONSULTANT shall have and maintain the proper professional registration to perform the Services. CONSULTANT agrees to comply with all Equal Employment/Affirmative Action laws promulgated by the governments of the United States and the State of Arizona.

5. Other Services. If the DISTRICT requests the CONSULTANT to provide additional work, or if the CONSULTANT believes that the work requested is not included in the Services defined in Exhibit "A," the CONSULTANT must receive written authorization prior to proceeding with the additional work. All work provided without this authorization is done at the CONSULTANT's risk and cost.

6. Termination and Cancellation.

6.1 Either party may terminate this Agreement for cause upon ten (10) days written notice to the other party.

6.2 The DISTRICT may terminate any or all parts of this Agreement without cause upon fifteen (15) days written notice to the CONSULTANT.

6.3 The DISTRICT may cancel this Agreement for a conflict of interest under Arizona Revised Statutes Section 38-511.

6.4 The DISTRICT may terminate this Agreement without further obligations if sufficient appropriated funds are unavailable to assure full performance in subsequent fiscal year of the DISTRICT. The DISTRICT shall advise CONSULTANT of the non-appropriation of funds at the earliest opportunity.

6.5 If either party terminates this Agreement, the DISTRICT shall have no further obligations other than payment for Services already rendered and for reimbursement of expenses incurred through the date of the termination notice, exclusive of any offsets, damages or claims. Upon receipt of a termination

notice, CONSULTANT shall immediately discontinue performance of the Services so terminated. CONSULTANT shall, thereafter, do only such work as may be necessary to preserve and to protect the Services in progress, and CONSULTANT shall take all reasonable steps to minimize costs. CONSULTANT and the DISTRICT shall adjust payment for Services already completed or in process at the time the notice of termination is received in a fair and reasonable manner, but compensation shall exclude any allowance for unperformed services or anticipated profits.

7. Suspension. DISTRICT may, by written notice, direct CONSULTANT to suspend performance on all or any part of the Services for a period of time determined by DISTRICT to be necessary or desirable for its convenience. If suspension is not due to the fault or negligence of CONSULTANT, compensation shall be adjusted on the basis of additional direct costs incurred by CONSULTANT, if any, to actually perform the suspended services and the time of performance for the Services shall be extended by the actual duration of the suspension. This Agreement shall be modified in writing accordingly; provided, however, that any claim by CONSULTANT for a price adjustment must be supported by appropriate cost documentation asserted within ten (10) days from the date a start order is given to CONSULTANT for resumption of the Services.

8. Force Majeure. If either party, because of an event beyond its control, including an act of God, is delayed in performing its duties under this Agreement, that party may have its time of performance extended for a period equal to the time performance is delayed by such event. The affected party shall promptly notify the other party in writing of any delay and shall use its best efforts to mitigate and remedy the effect of the delay.

9. Independent Contractor.

9.1 For all purposes under the terms of this Agreement, CONSULTANT shall be an independent contractor, and not an officer, employee or agent of the DISTRICT. The DISTRICT shall provide no employee benefits, including but not limited to Worker's Compensation coverage, regularly afforded to staff, faculty, administrative or professional employees. In performing the Services, CONSULTANT shall determine its necessary hours of work. CONSULTANT shall provide whatever tools, equipment, vehicles and supplies CONSULTANT may determine to be necessary in performance of the Services. CONSULTANT may establish offices in such location within or outside Arizona, as CONSULTANT may determine to be necessary for the performance of Services, and shall be responsible for all expenses of operation of its office, including expenses incurred in hiring employees and assistants to CONSULTANT.

9.2 The conduct and control of work under this Agreement lies solely with CONSULTANT, and the DISTRICT is interested only in final results to be achieved. The DISTRICT shall be permitted to retain other consultants performing the same or similar tasks, and CONSULTANT shall be permitted to provide services to other parties, consistent with CONSULTANT's obligation to complete the Services undertaken pursuant to the terms of this Agreement. The duty of the CONSULTANT to perform services is neither satisfied nor affected in any respect by the presence on the site of any other agent, consultant, or employee of the DISTRICT.

• **Ownership of Documents.** The Owner acknowledges the CONSULTANT'S reports, drawings and other work products as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall be provided to and become the sole property of the Client upon completion of the work and payment in full of all monies due to the CONSULTANT. The Owner may utilize the drawings and specifications with respect to construction, maintenance, use, occupancy, repair and modification of the project. The Owner may utilize the drawings and specifications with respect to another project or for his own purposes if the Owner agrees to hold the CONSULTANT harmless and indemnify CONSULTANT from any claim, liability or cost arising out of Owner's subsequent improper or unauthorized use of said drawings and specifications. CONSULTANT shall not

release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the DISTRICT.

At the completion of any projects, the Consultant shall provide the District electronic copies of all drawings and specifications produced for the Work.

11. Insurance.

11.1 Without limiting any of its obligations or liabilities, the Consultant, at Consultant's own expense, shall purchase and maintain for the duration of this Agreement the minimum insurance coverage specified in this Paragraph 11 against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees, or sub-consultants. The insurance shall be with companies duly licensed to do business in the State of Arizona or, if not licensed in Arizona, approved by the DISTRICT, with policies and forms satisfactory to the DISTRICT. Each insurer shall have a current Best rating of not less than A:VII. Use of alternative insurers requires prior approval of the DISTRICT. Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate certificates of insurance and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the insurance requirements stated in this Paragraph 11.

11.2 The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the MCCCCD, its agents, representatives, officers, directors, officials, employees, volunteers, and consultants as additional insureds; shall specify that the CONSULTANT'S insurance shall be primary insurance; and that any insurance coverage carried by the DISTRICT or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the DISTRICT.

11.3 CONSULTANT shall maintain insurance policies required in this Paragraph 11 in full force and effect until all Services required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. If CONSULTANT fails to do so, DISTRICT may immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums. CONSULTANT shall repay all monies upon demand from the DISTRICT, or the DISTRICT may offset the cost of the premiums against any monies due to the CONSULTANT from the DISTRICT. Costs for coverages maintained by CONSULTANT in excess of those required shall not be charged to the DISTRICT without prior written approval of the DISTRICT.

11.4 The policies may provide coverage that contains deductible or self-insured retentions. Such deductible or self insured retentions shall not be applicable to the coverage provided to the DISTRICT under such policies. CONSULTANT shall be solely responsible for deductibles or self-insured retentions and the DISTRICT, at its option, may require the CONSULTANT to secure the payment

of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. (However, evidence of qualified self-insured status will satisfy this Agreement.) The insurance policies that contain deductibles or self-insured retentions in excess of \$100,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

11.5 The DISTRICT reserves the right to request and to receive, within 10 working days, complete certified copies of any or all of the policies or endorsements. The DISTRICT shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed waiver of, the DISTRICT's right to insist on, strict fulfillment of CONSULTANT'S obligations under this Agreement.

11.6 At the execution of this Agreement, CONSULTANT shall furnish the DISTRICT with certificates of Insurance, or formal endorsements as required by the Paragraph 11, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates and endorsements shall identify the Agreement and Project. Each insurance policy required by this Agreement shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT. Such notice shall be sent directly to:

Ren Carlson, Purchasing
Maricopa County Community College District
2411 W. 14th Street
Tempe, AZ 85281

11.7 The certificates or endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. In the event any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CONSULTANT'S Services and as evidenced by annual certificates of insurance. If a policy expires during the life of the Agreement, a renewal certificate must be sent to the DISTRICT thirty (30) days prior to the expiration date.

11.8 Required Coverage.

11.8.1 Consultant shall maintain Commercial General Liability insurance with an unimpaired limit of liability of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products and Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The general aggregate limit shall apply separately to the Work under this Agreement or the general aggregate shall be twice the required per occurrence limit. The policy shall include coverage for bodily injury, broad form property damage,

personal injury, products/completed operations, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude XCU.

11.8.2 Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party over claims.

11.8.3 CONSULTANT shall maintain Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the CONSULTANT'S owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT'S Work. Coverage will be at least as broad as coverage code 1, "any auto." Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident combined single limits for bodily injury and property damage shall apply.

11.8.4 The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of CONSULTANT'S employees engaged in the performance of the Work, 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. In case any work is subcontracted, the CONSULTANT will require the subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the CONSULTANT.

11.8.5 The CONSULTANT shall maintain Professional Liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement and any deductible not to exceed \$50,000 each claim.

11.8.6 The CONSULTANT shall carry 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.

11.8.7 Required coverages may be modified by an amendment to this Agreement.

12. Indemnification. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless the DISTRICT, and 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 acts, errors, mistakes, omissions, work or service of the CONSULTANT, its agents, employees, or any tier of CONSULTANT's subcontractors in the performance of this Agreement. The requirements in Paragraph 11 will not be construed as limiting the scope of this indemnification. In no case shall the CONSULTANT be liable for claims, expenses, loss or damage to the extent of any tortious acts or omissions of the DISTRICT, and any of their contractors, agents, officers or employees arising from torts or a breach of this Agreement by the DISTRICT.

13. Attorney's Fees. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover attorneys fees and other reasonable, substantiated costs associated with the litigation from the other party based upon the reasonable hourly rate for attorneys with similar experience in the community, provided however this Paragraph shall not apply to administrative dispute resolution proceedings. Such costs awarded shall be determined by the court and not the jury.

14. Conflict of Interest. Per the Maricopa Community College District Purchasing Procedures Manual, Section 401, The CONSULTANT warrants that neither it nor its sub-consultants shall receive any direct or indirect benefit from any organizations or firms, or by purchasing any products or services from any organizations or firms, specified in the Contract Documents for construction.

15. Records Retention. Pursuant to A.R.S. §35-214, the CONSULTANT shall retain, and require all sub-consultants to retain, for inspection and audit all books, accounts, reports, files computer data and other records (collectively, records) relating to this Agreement for five (5) years after expiration of this Agreement. Legible copies or the originals of the records shall be produced at a place designated by the OWNER or the DISTRICT, upon reasonable notice to the CONSULTANT.

18. No Waiver. The failure of DISTRICT to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or DISTRICT's delay in the exercise of any such rights or remedies shall not release CONSULTANT from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of DISTRICT to insist upon strict performance of this Agreement.

19. Year 2000 Certification. CONSULTANT warrants that the performance of the Services it provides under this Agreement and of the products and equipment it specifies, if applicable, shall not be diminished or affected by the processing of date/time data from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations.

20. Applicable Law. This Agreement shall be governed by Arizona law.

c. **Disputes**

- k. Any claim or dispute between the Consultant and the Owner arising out of or relating to this Contract, which has not been resolved in a manner acceptable to both the Consultant and the Owner shall be resolved pursuant to the Maricopa County Community College District Purchasing Procedures Manual, Section 902, "Contract Claims and Dispute Resolution"
[\(<http://www.maricopa.edu/purchasing/pmanual/902.htm>\)](http://www.maricopa.edu/purchasing/pmanual/902.htm).
- l. The parties agree that the Claims Procedures and Legal Remedies set forth or identified in this Article shall be the exclusive means for resolving disputes arising under the Contract. Consultant acknowledges and understands that it must follow this process before instituting any judicial proceeding and that all opinions and decisions reached prior to any suit, along with their reasoning, shall become part of the legal record of any judicial proceeding.
- m. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court for Maricopa County. The procedures described in this Paragraph for resolving claims shall be exhausted before any lawsuit may be filed.
- n. Nothing in this Contract shall be construed to waive the requirements of Arizona Revised Statutes Sections 12-820 (ACTIONS AGAINST PUBLIC ENTITIES OR PUBLIC EMPLOYEES) et seq. The Consultant shall file any notice of claim under this Contract within the time limits and in the manner specified in Arizona Revised Statutes Section 12-821.01 (AUTHORIZATION OF CLAIM AGAINST PUBLIC ENTITY OR PUBLIC EMPLOYEE).
- o. Unless otherwise agreed in writing, the Consultant shall carry on the Work and maintain its progress during the resolution of any claim or controversy and the Owner shall continue to make payments that are due and owing to the Consultant, and not in dispute, in accordance with this Contract.

22. Meanings of Terms. Terms in this Agreement shall have the same meaning as those in A.I.A. Document A201, General Conditions of the Contract for Construction, current edition.

23. Statutes of Limitations. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment unless the statute of limitations is tolled. However, the statute of limitations shall not be tolled if the nondefaulting party knew or, by the exercise of reasonable diligence, should have known of the act or failure to act.

24. Legal Worker Requirements. As mandated by Arizona Revised Statutes § 41-4401, MCCCDC is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An "employer" is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State. (See A.R.S. §23-211-4.) Therefore, in signing or performing any contract for MCCCDC, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the contract; and
- C. MCCCDC or its designee is authorized by law to randomly inspect the records relating to an employee of the Contractor or any of its subcontractors who works on the contract to ensure compliance with the warranty made in Paragraph A above.

25. Tobacco free facilities. The Maricopa County Community College District is dedicated to providing a healthy, comfortable, and educationally productive environment for students, employees, and visitors. In order to

promote a healthy learning and work environment, the Maricopa County Community College District will become a total smoke free and tobacco free environment, effective July 1, 2012. Smoking (including the use of “e-cigs”) or using tobacco products anywhere within the District’s property is strictly prohibited. This includes all indoor areas and outdoor areas, such as parking lots (including inside vehicles in the parking lots), sports fields and sidewalks, and includes construction sites under the Contractor’s control. Contractor and Consultant shall be responsible for advising its officers, employees, subcontractors, suppliers and any other parties (Project Personnel) who come onto District property that they may not smoke or use tobacco products anywhere on District’s property. Contractor’s or consultant’s failure to advise project personnel of the prohibition or failure to address violations of the prohibition will result in corrective action, which may include directing the removal of Project Personnel from the project. A consistent violation of the prohibition may result in a suspension of Contractor or Consultant from competing for other District projects.

26. Security for Owner’s Sensitive Information

The District takes important steps to protect Sensitive Information, by treating Sensitive Information as confidential and encouraging the District’s employees and agents to take care in handling Sensitive Information. The District limits access to Sensitive Information to those who need it to perform their jobs. Few, if any, consultants, sub-consultants, contractors, subcontractors and/or their agents (Persons of Interest, “POI’s”) will have the need to have access to Sensitive Data or the District’s information technology systems. The District’s external service providers also must protect Sensitive Information, and use it to meet only the District’s business needs. The District takes steps to protect its computer systems and Sensitive Information from unauthorized access¹ and works diligently to comply with applicable information security, data privacy and related laws, rules and regulations.

Access may be achieved through *direct* physical connection into the District’s technology infrastructure and/or equipment through cabling and/or other direct physical connection, Personal Devices, and/or other District owned or operated networks. Access also may be achieved through *indirect* access to the District’s technology infrastructure, equipment and/or data through remote electronic access, such as the Internet, unsecured/public Wi-Fi networks provided by the District, or networks not owned and/or operated by the District.

PIO’s and other individuals that will require access to the District’s technology systems, either through direct physical connection or indirect access, and/or have access to Sensitive Information, will be required to undergo significant screening, reviews and training to assure the security and privacy of the District’s systems and information, as well as provide additional cyber-security insurance.

Definitions

Confidential Information (including Owner data): Any and all information and data whose collection, disclosure, protection, and disposition is governed by federal, state, local or international law or regulation, but does not include (i) information and data that are already known by the receiving party, (ii) information and data that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information and data that become known to the receiving party from a source other than the disclosing party on a non-confidential basis. This information and data include, but are not limited to, Social Security Numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding college employees, personal health information (as defined by the Healthcare Information Protection Accountability Act) and other personally identifiable information protected by law or regulation.

¹ Unauthorized access to Owner’s information technology systems and/or Sensitive Information includes incidental and/or unintended exposure and/or possession of, Sensitive Information, to and/or by an individual, due to their presence at an Owner location. Personnel and POIs, for example, may be inadvertently exposed to hardcopy and electronically formatted Sensitive Information that suffered improper disposal or was left unprotected in plain view in offices or other areas where the individual is visiting and/or working.

Portable Devices: Include, but are not limited to, CDs, DVDs, eReaders, external hard drives, Google Glasses, laptops, memory sticks, smart phones, tablets, thumb drives, and USB drives

Sensitive Information: 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 MCCCDC 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.

Applicable Administrative Regulations and Contact Information

4.4 Technology Resource Standards

<https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.4-technology-resource-standards>

4.22 Statement on Privacy

<https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.22-statement-on-privacy>

4.23 Written Information Security Program

<https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.23-written-information-security-program>

Safe harbor: If the Consultant, its employees, and/or any tier of Consultant's agent(s) in the performance of this Contract hosts or maintains MCCCDC Confidential Information on its technology, Consultant 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.

Contact for POI review and related questions

Melissa Flores
Interim General Counsel
Maricopa County Community College District
2411 W. 14th Street
Tempe, Arizona 85014
(480) 731-8418
Melissa.Flores@domail.maricopa.edu

27. Design Standards. Project design and construction documents shall comply with the Owner's design standards, as applicable, available on the Facilities Planning website, www.maricopa.edu/facilitiesplanning:

- **MCCCDC Part I: Administrative and General Design Guidelines**
- **MCCCDC Part II: Learning Space Design Guidelines**
- **MCCCDC Part III: Operations and Maintenance Guidelines**
- **Mechanical/Plumbing/Electrical Design and Construction Requirements**
- **Support Space Design Guidelines Education Specification (edited as needed by the college for the specific project)**
- **FM Global Property Loss Prevention Data Sheet, Sheet 2-8N for modifications to NFPA 13 Fire Sprinklers, along with separate narrative guideline**
- **FM Global Supplemental Specification Information for Fire Sprinklers**

THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

David Martin
Director of Purchasing and Auxiliary services

Consultant/Firm:

«Company»

By: _____

Title: _____

Correct Legal Name: _____

Identification No: _____

or

Social Security No: _____

Mailing Address: _____

City, State: _____

Zip Code: _____

Telephone: _____

Fax: _____

CONTINUING SERVICES AGREEMENT FOR CONSULTANT SERVICES

EXHIBIT A

I. DESCRIPTION OF SERVICES:

«Category» Consulting Services as outlined in CONSULTANT proposal dated «PropDate». Specific projects will be determined at a later date. Each project shall be authorized under separate and distinct purchase orders and shall reference this Agreement.

II. FEES FOR SERVICES:

The DISTRICT agrees to pay CONSULTANT, as consideration for the performance of the consulting services as set forth in the preceding paragraph, an annual sum not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00), and a maximum allowable sum per Purchase Order or project not to exceed One Hundred Fifty Thousand (\$150,000.00), payable as follows:

Unless otherwise agreed upon, actual expenses and percentage based upon the completion of the work.

Billings shall be submitted on a monthly basis for services performed to date. Individual billings shall be submitted for each separate Purchase Order. The fee schedule for such services is identified in the CONSULTANT's proposal dated «PropDate». Billings shall be submitted to the college or District Office authority that negotiated the fee for the work.

III. REIMBURSEMENT FOR EXPENSES:

The DISTRICT agrees to reimburse CONSULTANT for expenses as follows:

Expenses shall be negotiated on a per project basis. Reimbursement of expenses shall be payable monthly for expenses actually paid to date and shall be itemized separately from fees for services rendered. Reimbursable expenses will not be considered in the calculation of the maximum annual services amount.

Prior approval is required for any individual expenses in excess of \$100.00. Each request for reimbursement must be itemized and accompanied by receipts.