



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3299-2

ARCHITECTURAL/ENGINEERING CONSULTING SERVICES

DISTRICTWIDE

Proposal Due Date
March 25, 2015 3:00 P.M. (local time)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP #3299-2

ARCHITECTURAL/ENGINEERING CONSULTING SERVICES

A. SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	February 26, 2015
Proposals Due	March 25, 2015
Proposed Contract Award	April, 2015
Effective Date	July 1, 2015

B. TABLE OF CONTENTS

1. GENERAL
2. PROPOSAL INSTRUCTIONS
3. GENERAL TERMS AND CONDITIONS
4. PROPOSAL REQUIREMENTS
5. 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 for the provision of 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 consulting areas will continue as a result of the major general obligation bond program. The consulting services proposed by this Request for Proposal will support smaller construction, remodeling, maintenance and planning projects. The District intends to select sources for architectural/engineering services and 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 Services

Structural Engineering

Civil Engineering

Landscape Architecture

Mechanical Engineering (Plumbing, including fire sprinkler system design, and HVAC Systems)

Electrical Engineering

Interior Design (FF&E selection, specification and procurement)

Energy Conservation/Use Analysis Engineering

Acoustical Engineering (including optional audio/visual systems design)

A/V Systems Design

I.T. Network Design

Code Review and Compliance

Architectural, Civil, Structural, Mechanical/Electrical Engineering, Americans with Disabilities code review/plan review, followed by field review of construction work in progress

Construction Related Services

Construction Cost Estimating

Roofing and Waterproofing Consulting (including evaluation, condition surveys, inspection and field observation)

Vertical Transportation Consulting (including evaluation, condition surveys, inspection and field observation)

Air/Water Test and Balancing

Asbestos/Hazardous Material Abatement/Air Quality Testing and Consulting (including ACM testing and Phase 1 Environmental Reports)

Construction Forensics Analysis and Testing

Underground Utility Locating and Mapping Services

Building Commissioning (including participation in design phase reviews, construction observation, and review/commissioning of HVAC, electrical, life safety and other specialized building systems)
Geotechnical Engineering and Materials Testing

Proposing firms are invited to submit materials with respect to all or to 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 should be made at the end of May and/or end of June Governing Board meetings for a July 1 start of contract term.

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 \$250,000 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 years thereafter. 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. 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:

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

Gary R. Eberhard, RA
Architect - Project Manager
Department of Facilities Planning and Development
Maricopa Community College District
2411 West 14th Street, Tempe, Arizona, 85281
Telephone (480) 731-8568
Facsimile (480) 731-8235
gary.eberhard@domail.maricopa.edu

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

Ren R. Carlson, C.P.M.
Buyer II – Purchasing Department
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 MCCCCD, address 2411 West 14th Street, Tempe, AZ, 85281, **no later than 3:00 P.M. (local time), March 25, 2015.** 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 # 3299-2, Architectural/Engineering Consulting Services
Proposal Closing Date: March 25, 2015 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 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 awardee. If it does so, no contract award shall exist for purposes of the awardee initiating contract performance or incurring contract costs until an authorized representative of the District signs the contract document. If the District determines that the RFP and the selected awardee's proposal will constitute the contract, no contract award shall exist until the selected awardee receives a Notice of Award" from an authorized representative of the District and, if applicable, the approval of the District's Governing Board. Additionally, a selected awardee may not initiate contract performance or incur contract costs until it receives a District-issued purchase order.

2.5 PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such

information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

2.6 PROPOSAL FORM

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

2.7 MODIFICATIONS TO PROPOSALS

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

2.8 WITHDRAWAL OF PROPOSALS

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

2.9 PROPOSAL COSTS

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

2.10 ORAL PRESENTATIONS

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

2.11 AWARD WITHOUT DISCUSSION

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

2.12 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award will be made prior to commencement of performance. Initial performance period will be from July 1, 2015, through June 30, 2020. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 2 one-year option periods for a total contract period not to exceed seven years.

2.13 MCCCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and

Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD Purchasing. Addenda will be mailed or faxed to all that are known to have received a copy of the RFP. **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 FINANCIAL TRANSACTIONS

If the RFP is one seeking a contractor to handle any type of financial transaction for MCCCCD, each Proposer must demonstrate effective controls and safeguards over data and transactions maintained and processed on behalf of the District. The Proposer must confirm 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) and that it will provide an annual report, as applicable, on a reporting form or forms adopted as part of SSAE No. 16.

2.15 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 ("Contractor").

3.2 Liability for Taxes

The Contractor 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 Contractor, except that the District will pay as part of the Contract price, if applicable, any transaction privilege or use tax assessed on Contractor'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

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

3.5 Non-Waiver.

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

3.6 Contract Extension.

If the RFP provided options for extending the Contract beyond its initial term, District will provide the Contractor 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 Contractor is responsible for handling any type of financial transaction for the District, the Contractor 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 Contractor 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 Contractor has access to students' educational records, Contractor 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, Contractor is prohibited from disclosing those records. At all times during this contract, Contractor 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 subcontractors involved in the Contract performance also comply.

3.9 Insurance Requirements

When performing the Contract, the Contractor 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, Contractor 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
480-731-887
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 Contractor'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 Contractor'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 subcontractors.

- **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 Contractor's owned, hired, and non-owned vehicles;
- **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$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 Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

3.10 Indemnification

To the fullest extent permitted by law, Contractor shall defend, 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 Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Contract. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of indemnification in this paragraph.

Contractor shall also indemnify, defend 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 Contractor asserts

intellectual property rights violates the claimant's property rights. Contractor 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 Contractor 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 Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the services or materials it supplies under this Contract, or in subsequent extensions or amendments.

3.13 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

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

3.15 Audits

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

3.17 Non Discrimination

In connection with the performance of work under this Contract, the Contractor agrees to comply with all applicable laws and executive orders relating to discrimination and equal opportunity. Additionally, Contractor 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 Contractor 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 Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments) and shall indemnify, hold harmless, and defend the District from any and all costs or expenses whatsoever arising out of Contractor's noncompliance. To the extent applicable to this Contract under Arizona Revised Statutes § 41-4401, Contractor warrants on behalf of itself and its subcontractors that it verifies the employment eligibility through the e-verify program of any employee it hires and complies with federal immigration laws and regulations relating to their employees. Contractor 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 Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty specified in this clause.

3.19 Contract Termination

The District may terminate this Contract for convenience by giving Contractor 15 days written notice of termination. The District may terminate this Contract for the failure of the Contractor to perform according to the Contract by giving the Contractor 10 days' written notice of the failure to comply. 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 Contractor 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 Contractor shall perform all requirements of the Contract in a manner consistent with the highest industry standards. Additionally, the Contractor must take immediate action to correct any deficiency. If the District provides the Contractor with a 10-day written notice under Paragraph 3.19, Contractor must take immediate action to correct the deficiency identified in the notice. Contractor's failure to cure the deficiency within 10 days of receipt of the written notice will result in termination of the Contract. If, in the District's sole discretion, the Contractor 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 Contractor 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 Contractor's breach.

3.21 Interpretation

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

3.22 Risk

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

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 MCCC employees, and other personally identifiable information identified by law. Contractor agrees that Confidential Information provided to them during the Contractor'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 Contractor may use aggregate statistics on service usage in order to enhance or optimize the functionality of the service. Contractor 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

MCCCD 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 Contractor, 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 Contractor explicitly specified that it did not want to make the Contract available other than to MCCCD. This provision applies only to contracts that are for the provision of services or supplies on an “as-needed” basis throughout the contract term, and not to contracts for specific projects or one-time purchase where the contract expires on the completion of the project or the purchase.

3.26 SUDAN AND IRAN

Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, Contractor 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 Contractor has supplied them and only after the Contractor submits a detailed invoice iteming the services/deliverables or materials provided and the dates that they were provided. The District may request supporting documentation for an invoice. Where the Contractor is to provide services or materials over a period of time, such as for a project, the District may agree to pay progress payments. Progress payments will be paid in arrears and require that the Contractor submit the detailed invoice specified in this clause. The District reserves the right to dispute an invoice or make partial payment based on the Contractor’s failure to perform the Contractor’s work according to the Contract, including for lack of timeliness or failure to provide deliverables. **CONTRACTOR MAY NOT BEGIN WORK UNDER THE CONTRACT NOR WILL ANY PAYMENT BE MADE WITHOUT THE CONTRACTOR RECEIVING A SIGNED PURCHASE ORDER FROM THE DISTRICT PURCHASING DEPARTMENT.**

3.28 Billing

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

3.29 Advertising and Promotion

The name or logos of the 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 Contractor 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 Contractor prompt written notice after it knows that funding will not be available.

3.31 No Waiver of Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to 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 Contractor or works of third parties for which Contractor 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. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor'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 Contractor to make findings, conclusions or recommendations to the District, the Contractor 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, Contractor 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 Contractor if it fails to provide the detailed analyses.

3.35 Notices

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

3.36 Revisions to The Contract Work or Price

Contractor is on notice that the only 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 Contractor or a District employee, must provide the District authorized representative with documentation to support the requested change. It is the Contractor's responsibility to ensure that revisions of the Contract have been appropriately authorized before proceeding with the revised work.

For contracts renewing annually, 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 Contractor'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 Contractor that was clearly unpredictable at the time of the

offer and is directly correlated to the price of the product or service concerned. 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, Contractor certifies that neither it nor, if applicable, its subcontractors, suppliers, or distributors, has offered anything of value, and will not offer anything of value so long as it does business with the District, to a District employee or officer responsible for District decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, 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 Contractor 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. PROPOSAL REQUIREMENTS

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

4.1 MINIMUM REQUIREMENTS

- 4.1.1 Must be registered to practice the proposed technical field in the State of Arizona, if duties requested require such 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.
- 4.1.2 Must provide a completed Pricing Sheet for each area of service concentration signed by an authorized company signatory.
- 4.1.3 Must have carefully read and understand all parts of the RFP and certified that the Proposal is made in accordance therewith.
- 4.1.4 An exceptions/comments sheet (if any exception is taken with the RFP, or additional comments are necessary).
- 4.1.5 Materials to satisfy the requirements of Section 4.2 EVALUATION CRITERIA AND SUBMITTALS.
- 4.1.6 Signed amendments, if any. Amendments submitted after the original Proposal is submitted must also be sealed.
- 4.17 Provide a schedule of hourly 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.
- 4.18 Must exhibit extensive experience in the field of services requested, preferably with educational, institutional or public agency clients.

All individuals listed by the firm must be full or part time permanent employees of the firm. Contractors or independents 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 you may claim without attribution are those projects actually produced by your firm. Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity.

4.2 EVALUATION CRITERIA AND SUBMITTALS

Proposals will be evaluated on the following basis, not necessarily listed in order of importance, by a three member evaluation committee on a points earned basis. It is the responsibility of the Proposer to provide CLEAR AND CONCISE information specifically addressing all of the items listed below. **Provide one Original (clearly marked as such) and three (3) copies of all information for the committee.**

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

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

In addition to a single or initial group of best qualified firms, the District also may select a limited number of qualified firms or individuals in a category based upon a wider range of project/work types of experience, a narrowed expertise that may be needed for a limited number of projects, or efforts to maintain a more balanced list. Where a category shows Firm Selection falling into multiple categories, this will allow the District to select a limited number of firms only for work in the extra sub-category where they may not have qualified for the entire scope of work allowed within the general category.

Firms may be selected in one or more categories. The number of firms selected in each category is based upon the District's estimation of amount and type of work that may be needed during the contract term, economic circumstances, etc.

The evaluation areas include, but are not limited to:

1. General quality of responsiveness of Proposer
 - a. Ability to meet all terms and conditions
 - b. Completeness and thoroughness of submittal
2. Organization of Firm and Personnel
 - a. Qualifications of typical personnel who may be proposed for our projects.
 - b. Experience and past performance of specific staff being proposed
 - c. Firm's annual billing volume (for comparative purposes only – all sizes of firms may be selected)
 - d. Clearly define **total number of technical staff and professional registrants** (Registered Architect, Professional Engineer, or other applicable by discipline) listed by title and/or position located in your Phoenix area office
 - e. Number of professional registrants per discipline
3. Applicable project experience and specific personnel experience. Include at least eight (8) most recent examples with scope definition, budget information and any other unique or relevant information related to the project(s). Experience within post-secondary education would be preferable.
4. Specialized areas of knowledge, certifications, etc., as noted below for each consulting area
5. Prior experience on District projects.

6. References: Provide the names and current phone numbers of at least five recent local clients in the area of each proposed service concentration with whom inquiry may be made by the District
7. Any additional specialized or unique services offered by the Proposer that may be used for District projects beyond those specifically required by the category.

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

The following are additional skills, areas of expertise, certifications, etc. which are desirable and will receive higher ranking, but not necessarily required, in particular consulting areas. If your firm has the specialized expertise, skill or certifications listed below, be sure to include them in your Proposal response.

The first sentence in each area below represents the minimum experience area and qualifications required. The lettered items are additional areas of interest by the District that occasionally are needed in our projects. Firms do not have to be able to provide all of the lettered areas of interest but should indicate which of these, and any others not listed, are within the firm’s experience and expertise.

Design, Construction Document and Construction Administration

Architecture

General Description and Experience

Experience in a wide variety of uses commonly found in secondary and post-secondary education settings


Experience in smaller, “messier” remodeling projects, often needing to be accomplished in phases or within an otherwise occupied area.

Optional Areas of Additional Expertise

- a. Campus or institutional masterplans
- b. LEED related design issues

Additional/separate selection(s) in specialty/sub-category:

Historic Preservation

 **DO NOT LIST sub-consultants in other disciplines that your firm would propose to be used for annual services projects. These sub-consultants, in all disciplines, will be selected from the District’s list of annual services consultants in the necessary areas to team with your firm for the particular project.**

Structural Engineering

General Description and Experience

Conduct field surveys of existing facilities. Perform condition assessments and evaluations of existing structural systems.

Provide Structural Engineering design services for small construction or remodeling projects.

Experience in a broad range of types of structural systems typically found in education and institutional uses.

Civil Engineering

General Description and Experience

Experience in a broad range of types of work typically found at education and institutional uses, including grading/drainage, site utilities, drainage and retention studies and calculations, parking lot and pavement design, etc.

We need the assistance of a qualified pavement consultant to provide a District-wide inventory and assessment of all parking lots and driveways, noting the features and conditions, etc. This information will be used to establish an annual paving maintenance program. MCCD has developed an electronic database that we want the consultant to use to record the information developed from the paving inspections.

In addition, this consultant may be asked to develop specifications and details for the pavement maintenance program, update and maintain District-wide pavement maintenance database, observe paving work in progress for the maintenance program or as part of new construction, and obtain vendor quotes for specific projects and scopes,

Optional Areas of Additional Expertise

- a. In-house survey crews
- b. Pavement evaluation and maintenance planning
- c. Athletic facilities design and planning, including maintenance (running tracks and other athletic fields)
- d. ALTA surveys for new property purchases
- e. Storm water pollution prevention planning, AZPDES programs, NPDES requirements, procedures and planning for existing sites and new construction sites.

Additional/separate selection(s) in specialty/sub-category:

Pavement design and maintenance programs
Outdoor athletic facilities

Landscape Architecture

General Description and Experience

Experience and ability to design both landscape and landscape irrigation systems
Multiple areas of expertise (i.e., hardscape, malls/plazas, incorporation of public art, water features, xeriscape, etc.)

Optional Areas of Additional Expertise

- a. Knowledge and experience in water conservation planning
- b. Athletic field irrigation and sprinkler systems

Additional/separate selection(s) in specialty/sub-category:

Specialized athletic field/large turf irrigation systems

Mechanical Engineering

General Description and Experience

General mechanical, plumbing and fire sprinkler system design in education and institutional settings
New construction, remodeling and building system evaluation/replacement/upgrades

Optional Areas of Additional Expertise

- a. Energy conservation analysis
- b. LEED related design issues
- c. Standard energy use software programs, such as DOE2, etc.
- d. Designing energy management and operating sequences for HVAC systems and similar controls systems
- e. Central plant equipment and systems
- f. Water conservation planning

Electrical Engineering

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 conservation design
- b. LEED related design issues
- c. Central plant equipment and systems
- d. Site development, site utility networks
- e. Outdoor and indoor athletic facilities lighting
- f. High voltage distribution systems and equipment (4160v, etc. for campus networks)

Additional/separate selection(s) in specialty/sub-category:

High voltage design (480v to 4160v)

Interior Design/FF&E Assistance

General Description and Experience

Interior designers may be asked to assist colleges on selection and purchases of FF&E not associated with new facilities, or be asked to work with the design team on a new project for FF&E selection. The predominance of FF&E purchased by MCCD is done through a wide variety of open purchasing agreements already in place with many local vendors and manufacturers. Users need assistance with selection of the specific items from the total catalogue provided in each agreement.

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.

Energy Conservation/Use Analysis Engineering

General Description and Experience

Familiarity and experience 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. Central plant equipment and systems

Firm selections may fall into two categories:

- Building Shell and Finishes (predominantly architectural based analysis and design)
- Building Systems (predominantly MPE and utility rate structure based analysis and design)

Acoustical Engineering

Acoustic engineering for new construction and remodeling projects typically is provided by the design team for that project. There are many situations in existing facilities where acoustic issues arise outside of construction work where analysis and recommendations are needed. For audio/visual systems design and specification, our college technology staff typically are responsible. However, for more complicated systems or systems that may need to be integrated with a construction project where no audio-visual specialist is part of the consultant team, a specialist may be selected to work with and coordinate between the college and consultant team, particularly with the infrastructure and controls needed to integrate audio-visual systems into the construction project.

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 equipment owned by the office.

Optional Areas of Additional Expertise

- a. Auditorium/public space/lecture hall type acoustics design, measurement of existing conditions, recommendations for design for optimal and possible acoustic treatments, assemblies and techniques, etc.
- b. Television/radio/audio-visual production areas and studios.

Audio Visual Systems Design

Please note: must be an independent designer. Contract employees, “virtual partnerships”, etc. may not be used – either for the RFP response or for actual work.

- Experience and expertise in Audio Visual Systems Design at least three (3) years experience designing and coordinating the installation of various audiovisual systems, including video projection, program audio, and speech reinforcement.
- Specific project experience in the areas of distance learning (both origination and receiving), video-conferencing, and baseband/broadband distribution systems or audio/visual signals.
- Must be willing to work with MCCCCD locations may have AV equipment manufacturer standards already in place.

Audio/visual systems design and specification, our college technology staff typically are responsible. However, for more complicated systems or systems that may need to be integrated with a construction project where no audio-visual specialist is part of the consultant team, a specialist may be selected to work with and coordinate between the college and consultant team, particularly with the infrastructure and controls needed to integrate audio-visual systems into the construction project.

I.T. Network Design

General Description and Experience

Experience and expertise in I.T. Network Design with at least three (3) years experience designing and coordinating the installation of various I.T. network/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.

- 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.

- Scope of work could include:

- + Video Surveillance Systems
- + Next Generation Firewalls
- + Wired and Wireless Networks
- + Network Access Control
- + Network Security
- + Network Monitoring Systems

1. Ability to design and engineer complete or upgrade existing network infrastructure systems
2. Experience and ability in handling complex network, security and e-business type systems
3. Assist the campus personnel with complete solution design and selection of all necessary components.

Code Review and Compliance

The District currently is under the jurisdiction of either the Arizona State Fire Marshall for Fire Code, with some larger, local municipalities assuming Fire Code review of District facilities (existing and proposed new construction/remodeling). The Building Code Review and Compliance Consultant will provide comprehensive plan reviews for compliance with applicable codes for new and remodeling work, in all other disciplines including the balance of the building code, ADA, structural, civil, fire, life safety, energy, mechanical/plumbing and electrical. In most instances, 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.

General Description and Experience

IBC Certified personnel in fire, building, structural, mechanical and plumbing codes, fire sprinklers (per NFPA) and equivalent certifications for electrical codes

Appropriate/similar NFPA certification and familiarity with NFPA 5000 and related NFPA Fire Code.

Advising the District on code questions or issues as they arise in existing facilities, including working with college trades to review conditions or situations in question.

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 related local codes

Ability and experience to provide 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

Additional/separate selection(s) in specialty/sub-category:

Design of fire sprinkler systems

Related Construction Services

Construction Estimating

General Description and Experience

Experience creating independent cost estimates or confirming estimates created by others in a wide variety of building systems, construction materials, typically found in education and institutional projects.

Experience with both hard 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 pre-construction estimate, breakdown of this estimate by CSI division or trade, actual contractor bid and initial schedule of values for the project. In addition, include an additional ten (10) examples within the past year, showing final pre-construction estimate and actual Contractor 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 setting suggested amount in advance of contractor selection/negotiation as well as review of contractor proposed amounts and scopes during contract negotiation

Roofing and Waterproofing (Envelope) Consulting

MCCD currently has about 5.0 million square feet of roofs of all types and in all conditions. We need the assistance of a qualified roofing consultant to provide a District-wide inventory and assessment of all roofs, noting the type of roofing, features of the roof, roof condition, etc. This information will be used to establish an annual roofing maintenance program. MCCD has developed an electronic database that we want the consultant to use to record the information developed from the roofing inspections.

In addition, this consultant may be asked to develop specifications and details for the roofing maintenance program, update and maintain District-wide roofing maintenance database, observe roofing work in progress for the maintenance program or as part of new construction, obtain vendor quotes for specific projects and scopes, specify and observe installation of waterproofing systems when needed, etc.

MCCD 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 and manufacturers of single-ply membranes, and TPO.

General Description and Experience

An engineer, architect or certified roofing consultant with at least (10) years of design and construction of roofing, re-roofing and waterproofing projects

Be an independent consultant without affiliation with any manufacturer, supplier, or installer of roofing or waterproofing materials.

List nationally recognized registrations or certifications in which firm members are active members, such as the Roof Consultant Institute (RCI) or 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

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

Optional Areas of Additional (Roofing) Expertise

- Have specific project experience with regard to Urethane Foam Roofing Systems; involving Single and Double Lock acrylic coatings.

Vertical Transportation Consulting

General Description and Experience

The consultant must have a minimum of 3-5 years of experience in Vertical Transportation Consultant Services. The On-call firm(s) will be utilized on equipment repair and/or installation of existing or new vertical transportation equipment.

The objectives of this On-Call contract are as follows (but not limited to):

- Minimize the costs and risks of the operation of its vertical transportation equipment.
- Successful startup and commissioning of the vertical transportation equipment.
- Ensure that the vertical transportation equipment operates reliably and in compliance with all applicable federal, state and local laws, rules, regulations and standards. This would include all areas under the jurisdiction of the State Elevator Inspectors.
- Implementation of a District-Wide elevator maintenance program
- Perform existing equipment assessments and provide professional level reports on condition, traffic analysis (usage), and recommendations;
- Evaluate ADA and Code compliance;
- Identify and report on short and long term repair, replacement, adaptive reuse, and modernization priorities and recommendations with cost estimates;
- Evaluate service levels, maintenance, equipment conditions and operation and make recommendations. Report of competence of preventative maintenance program and make recommendations;
- Analyze, monitor and assess equipment operations compared to optimum potential;
- Develop contract maintenance specifications customized to the building requirements and act as Owner's representative in bidding and selection and monitoring of maintenance contracts;
- Budgetary planning and estimating of long term cost allocations, relative to Owner's portfolio;
- Negotiate pricing and validate billing;
- Assess and report elevator damage;

- All phases of modernization or alteration including scope, specifications, bidding, contract review, scheduling and project management;
- Perform and/or act as Owner's representative at periodic and certification inspections;
- Provide performance testing of the completed installation and monitor maintenance through warranty;
- Other typical vertical transportation consultant tasks as requested.

Air/Water Test and Balancing

General Description and Experience

Provide hydronic balancing for the heating water system, chilled water system, and heat recovery systems, including functional performance testing reports for coils and pumps that are within those Equipment/Systems.

Provide air system balancing, including Variable Air Volume (VAV) , various types of air handling units, Lab Airflow Control System components and controls, exhaust fans, complete grille and register reports, and duct traverse reports for each main duct system riser.

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 (5) years experience in the balancing field.

Include a copy of Test and Balance Engineer's (TBE) Certificate and listing of prior project experience, preferably in post secondary education, with engineering, Contractor and Owner references.

Optional Areas of Additional Expertise

- Any additional experience providing building system commissioning services

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

*The primary work under this contract will involve services such as preparation of environmental assessments; planning and implementation of environmental and hazardous/toxic investigations including testing for hazardous materials and clearances provided following abatement; preparation and implementation of plans for the sampling and analysis of hazardous /contaminated materials; planning and implementation related to environmental restoration; preparation of concept, preliminary and detailed designs for the removal/remediation/ abatement/restoration of areas and or facilities with environmental hazards including soil and groundwater, lead paint, asbestos, PCBs, and other contaminated wastes; and other related efforts to prepare assessments, conduct investigations, and prepare reports and designs. **The actual remediation or abatement work will be done by other firms.***

Additionally, if your firm is qualified and experienced with providing Industrial Hygiene Monitoring, Indoor Air Quality (IAQ) analysis including VOC's , microbial , temperature, relative humidity, carbon monoxide, carbon dioxide and particulate testing and evaluation, please indicate this experience in the Response.

General Description and Experience

List specific experience in different types/variety of materials to be abated, including asbestos, lead, PCB, LUST, etc. Describe the experience for each, including investigation, remediation, etc.

List and provide experience of in-house staff, including Certified Industrial Hygienist (CIH). Provide a copy of their Board of Industrial Hygiene Certificate MUST be included. List other specialized or professional in-house staff and the number of staff members, including environmental engineer, environmental scientist, certified safety professional, PhD level microbiologist, geologist, chemist, hydrology, hydraulic engineering, civil, and geotechnical engineering.

Areas of Additional Expertise

- a. Indicate whether testing and analysis for any/all of the above-listed services is performed in-house or performed by others, and if so, who and where they are located..
- b. Phase I and II Environmental Assessments and Indoor Air Quality (IAQ) Assessments.
- 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.
- d. Testing and consulting experience in waterborne contamination such as Legionella, etc.
- e. Provide asbestos and lead abatement oversight, clearance sampling and air monitoring in conjunction with maintenance operations.
- f. Perform industrial hygiene surveys for physical, environmental and chemical hazards including VOC's, allergens, pollens, etc.
- g. Perform water damage and mold/moisture intrusion assessments and recommend appropriate restoration measures as delineated in IICRC S-500 and S-520.

Firm selections will fall into two to three categories:

- Asbestos, lead, PCB and other traditional ACM
- Air quality related testing and analysis
- Optional category: ground water quality testing and advising, including testing for underground fuel tanks or other pollutants

Forensic Engineering and Analysis Services

General Description and Experience

Forensic engineering firms with experience in the investigation of materials, products, structures or components that fail or do not operate/function as intended and cause damage to property.

Examples of the types of analysis that may be needed include, but are not be limited to, Roof Systems Failure Analysis, Analysis of Storm Damage, Building Structural Failures, Load Analysis, Building Code Compliance, Cracking in Walls/Foundations Causation, Moisture Intrusion, Project Schedule Analysis, Construction Methods and Defects.

Please list any experience in 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.

Underground Utility Locating and Mapping Services

General Description and Experience

Ability and experience in field location of existing buried utility lines through non-destructive methods, including electrical or magnetic field/path tracing, acoustic based tracing, etc. In-house survey and CAD plotting for located utilities.

Optional Areas of Additional Expertise

- a. Ability and equipment to provide vacuum/air soil extraction locating.
- b. List other specialized locating equipment and tracing capabilities including vacuum trucks, ground penetrating radar, in-pipe mobile cameras, signal emission methods, water line leak detection, etc.

Building Commissioning

Commissioning a building is a systematic means of ensuring that systems such as heating, ventilation and air conditioning, emergency power, lighting controls, building/energy controls, and plumbing are adequately designed, and perform to meet functional and operational needs, as intended by the building owner and the designer of record. MCCD currently does not do commissioning of building or building systems. We also will not be seeking LEED certification of our facilities, though we will look at sustainability issues and apply those that make sense for our projects. While we are evaluating whether to use Building Commissioning, where, when and to what extent, we still wish to have the expertise as part of our annual services.

The Commissioning Authority (CA) will be in charge of the commissioning process and makes the final recommendations to the owner regarding functional performance of the commissioned building systems and will be an objective, independent advocate of the Owner.

The CA may be involved from the beginning of the project, working with the consultant team in design parameter review, to review of design and construction documents, review of equipment or systems submittals for commissioning related issues; construction observation, writing the commissioning plan for all team members, taking the lead role in the actual commissioning of building systems, and working with the Owner and contractor for training and close-out documentation.

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 contractors and subcontractors).

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.

Submit names and relevant experience of the personnel from third-party contracted commissioning providers that may be commissioning specific equipment, including subcontractors (such services as Testing and Balancing if preferred as a subcontract to the CA, controls testing) who may perform the work as a sub-contractor to the CA.

Submit samples of 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.

List currently held certifications including NEEB/AABC for test and balancing services, Building Commissioning Association (BCA), etc.

Current engineering knowledge, and extensive and recent hands-on field experience regarding the following:

- Building systems commissioning plan
- Building systems start-up; balancing, testing and troubleshooting
- HVAC, plumbing and electrical system operation
- HVAC, plumbing and electrical system maintenance procedures.
- Creating, managing and/or implementing a commissioning plan, identifying the following items for each test:
 - i. Function to be tested (e.g., calibration, economizer control, etc.)
 - ii. Condition under which the test shall be performed (e.g., winter design conditions, full outside air, etc.)
 - iii. Measurable criteria for acceptable results

The areas of expertise required to perform commissioning services include, but are not limited to, the following:

- 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 (VFD), 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
- 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)
- Optionally, testing and balancing or air and water systems. If the CA wishes to provide test and balance as part of his services, he must meet the same requirements as the specialized test and balance consultant.

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.

Geo-Technical Engineering and Materials Testing

Geo-technical engineering firms may be asked to provide services related to new construction projects, for site work or to test for an identify soils or materials problems unrelated to a construction project. For new construction, the selected firm typically will provide the initial soils sampling, geo-technical report and recommendations to the project’s engineers, and then become responsible for construction observation and testing of materials placed into, or processes used in, the project based upon your recommendations.

General Description and Experience

Experience in and ability to provide typical materials testing services, including soils, paving materials and base, concrete, masonry and grout, steel including welds and fireproofing, etc. Indicate which materials and tests your firm provides, along with whether they are done by in-house staff or sub-contracted to another firm (ultrasonic or visual weld inspection, for example, provided by a subcontracted firm).

Ability to provide field investigation, including drilling cores, seepage pits, etc., and then provide soils reports and recommendation to MCCD or their consultants, including properly registered engineers on staff

Optional Areas of Additional Expertise

- a. Other related areas of testing or consulting that your firm provides, 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, you also should respond in that/those areas separately if you have an interest in being selected as a primary provider of those services.

Firm selections will fall into three firm size categories to 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)

Unit Cost Schedule 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

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

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

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

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

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

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

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

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

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

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

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

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 \$_____ each

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 + _____

4.3 DEVIATIONS FROM RFP

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

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

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

4.4 SIGNATURE

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

4.5 AWARD CONSIDERATION

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

END OF SPECIFICATION

5. 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
and
PURCHASE ORDER**

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

CONTINUING SERVICES AGREEMENT FOR CONSULTANT SERVICES

("AGREEMENT")

DATE:

THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

2411 West 14th Street

Tempe, AZ 85281

(480) 731 -8520

<p>a</p> <p><u>Name</u></p> <p><u>Address</u></p> <p><u>City, State, Zip</u></p> <p><u>Phone Number</u></p>

("CONSULTANT")

AGREEMENT

I 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, 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.

II 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. The CONSULTANT agrees to comply with all Equal Employment/Affirmative Action guidelines promulgated by the governments of the United States and the State of Arizona.

III 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, and with generally accepted design and engineering standards., including Chapter 4, Title 34 A.R.S. and ASHRAE/IESNA Standard 90.1- 1999 and it's amendments. When no local or state codes apply, the current edition of the Uniform Building, Plumbing and Mechanical Codes, the National Electrical Code, State and Federal Safety and Health laws, State of Arizona Fire Code, and National Fire Protection Association Standards in effect on the date this contract is executed 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.

IV The term of this Agreement shall commence on _____, 20____, and shall conclude on _____, 20____, unless sooner terminated by either party for cause upon fourteen (14) days written notice to the other party. The DISTRICT may terminate any or all parts of this Agreement with or without cause upon seven (7) days written notice to the CONSULTANT. If this Agreement is terminated by either party, 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 under this Agreement 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. Payment for Services already completed or in process at the time the notice of termination is received shall be adjusted between CONSULTANT and the DISTRICT in a fair and reasonable manner, but shall exclude any allowance for unperformed services or anticipated profits.

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, the price 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.

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.

V The DISTRICT agrees to pay CONSULTANT, as consideration for performance of the Services, the sums as set forth in Exhibit "A."

VI 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.

VII The DISTRICT agrees to reimburse CONSULTANT for expenses as set forth and outlined in Exhibit "A."

VIII 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.

IX The conduct and control of work under this Agreement lies solely with CONSULTANT, and the DISTRICT are 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.

CONSULTANT represents that it shall perform the Services as specified in this Agreement and that it shall, as a minimum, use those efforts which a skilled, competent, experienced, and prudent consultant would use to perform and complete the requirements of this Agreement in a timely manner, conforming to the standards of quality generally recognized and accepted within the profession. CONSULTANT shall have and maintain the proper professional registration to perform Services.

X All reports, drawings and other work products produced by CONSULTANT, as a part of the Services rendered under this Agreement, shall be provided to and be the sole property of the DISTRICT. 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.

XI The parties agree that the DISTRICT may cancel this Agreement for conflict of interest under Arizona Revised Statutes §38-511.

XII Without limiting any of their obligations or liabilities, the Consultant, at Consultant's own expense, shall purchase and maintain for the duration of this Contract the hereafter stipulated minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Consultant, its agents, representatives, employees, or subconsultants. Such insurance shall be with companies duly licensed or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the Maricopa County Community College District (MCCCD). Each insurer shall have a current Best rating of not less than A:VII. Use of alternative insurers requires prior approval of MCCCD. Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates of insurance and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the insurance requirements stated herein.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name MCCCD, its agents, representatives, officers, directors, officials, employees, volunteers, and consultants as Additional Insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any insurance coverage carried by the entity or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

The MCCCD and Consultant waive all rights against (1) each other and any of their subconsultants, sub-subconsultants, agents, and employees, each of the other, and (2) the Consultant, Consultant's sub-consultants, separate Consultants described in Article 6, if any, and any of their subconsultants, sub-subconsultants, agents and employees, for damages caused by fire or other perils to the extent covered by Builder's Risk insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the MCCCD or Consultant as fiduciary. The MCCCD or Consultant, as appropriate, shall require of the Consultant, Consultant's sub-consultants, separate Consultants, if any, and the subconsultants, sub-subconsultants, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The coverages shall contain no special limitations on the scope of protection afforded to MCCCD, its agents, representatives, officers, directors, officials, employees, and volunteers.

All insurance policies required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract upon which MCCCD may immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by MCCCD shall be repaid by Consultant to the MCCCD upon demand, or MCCCD may offset the cost of the premiums against any monies due to the Consultant from MCCCD. Costs for coverages maintained by Consultant in excess of those required shall not be charged to the MCCCD without prior written approval of MCCCD.

The Consultant's insurance shall be primary insurance as respect MCCCD, and any insurance or self insurance maintained by MCCCD shall be excess of the Consultant's and shall not contribute to it. 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 MCCCD.

The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to MCCCD under such policies. The Consultant shall be solely responsible for deductibles and/or self-insured retentions and MCCCD, 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 MCCCCD.

MCCCCD reserves the right to request and to receive, within 10 working days, complete certified copies of any or all of the policies and/or endorsements. MCCCCD 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, MCCCCD's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

At the execution of this Contract, Consultant shall furnish the MCCCCD Risk Manager with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such Certificates and endorsements shall identify the Contract or Project. Each insurance policy required by this Contract 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 MCCCCD Risk Manager. Such notice shall be sent directly to:

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

The certificates and 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 MCCCCD before work commences. In the event any insurance policy(ies) required by this 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 as evidenced by annual certificates of insurance. If a policy expires during the life of the Contract, a renewal certificate must be sent to MCCCCD thirty (30) days prior to the expiration date.

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 Contract 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 Contract.
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.
3. Consultant shall maintain Commercial/Business 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", (Insurance Service Office, Inc. Policy Form CA 0011293, or any replacements thereof). 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.
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.
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 Contract and any deductible not to exceed \$50,000 each claim.

6. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach upon which the DISTRICT may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums, and all monies paid by the DISTRICT shall be repaid by CONSULTANT to the DISTRICT upon demand, or the DISTRICT may offset the cost of premiums against any monies due to CONSULTANT.

7. Required coverages may be modified by an amendment to the Contract Documents.

9. CONSULTANT and its insurers providing the required coverages shall waive all rights of recovery against the Arizona State Board of Directors for Community Colleges, the DISTRICT and their agents, officials, and employees.**XIII** CONSULTANT shall indemnify, defend, and hold the DISTRICT, and their officers, agents and employees harmless from all liens, suits, claims, demands, obligations and liability to the extent of any tortious acts or omissions of the CONSULTANT, and any of its subconsultants, agents, officers or employees arising from torts or the CONSULTANT's breach of this Agreement. 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.

The prevailing party in any litigation arising out of this Agreement shall be entitled to recover attorney's 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.

XIV This Agreement may be canceled without any further obligation on the part of the DISTRICT in the event that sufficient appropriated funding is unavailable to assure full performance of non-appropriation of the earliest opportunity. Additionally, the DISTRICT may cancel this Agreement for a conflict of interest under A.R.S. §38-511.

XV No direct or indirect benefit is to be realized by the CONSULTANT or its subconsultants, from the DISTRICT using any organizations or firms, or purchasing any products or services from any organizations, specified in the Contract Documents for Construction.

Pursuant to A.R.S. §35-214, the CONSULTANT shall retain, and require all subconsultants 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 DISTRICT, upon reasonable notice to the CONSULTANT.

XVII 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.

XVIII 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.

XIX This Agreement shall be governed by Arizona law.

XX Terms in this Agreement shall have the same meaning as those in A.I.A. Document A201, General Conditions of the Contract for Construction, 1987 Edition.

XXI 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.

WHEREFORE, The parties have executed this Agreement the date set forth above.

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Margaret McConnell

Title: Assistant General Counsel

Consultant/Firm: _____

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:

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, the total sum of _____
Payable monthly <as follows:>

III. REIMBURSEMENT FOR EXPENSES:

The DISTRICT agrees to reimburse CONSULTANT up to a maximum of _____
for expenses as follows:

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



District Support Services Center
 2411 West 14th Street
 Tempe, Arizona 85281-6942
 (480) 731-8520

Purchase Order

PURCHASE ORDER NO. **XXXXXX** REVISION **0** PAGE **1**

VENDOR:

SAMPLE

SHIP TO
 MARICOPA COMM COLLEGE DIST
 2411 W 14TH ST
 TEMPE, AZ 85281-6942

BILL TO
 MARICOPA COMM COLLEGE DIST
 ATTN: ACCOUNTS PAYABLE
 2411 W 14TH ST
 TEMPE, AZ 85281-6942

THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCE RELATED TO THIS ORDER. FOR YOUR CONVENIENCE, INVOICES MAY BE EMAILED TO: accounts.payable@domail.maricopa.edu

VENDOR NO. XXXXXX	DATE OF ORDER 01-JUL-05	REVISION DATE
PAYMENT TERMS Immediate	FOB Destination	REQUESTOR EBERHARD, GARY R.

ITEM	DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	PROJECT #030039 - PROVIDE ARCHITECTURAL, ENGINEERING DESIGN & PROJECT MANAGEMENT SERVICES FOR BENEFITS OFFICE REMODEL, DISTRICT OFFICE PER PROPOSAL #M183.00, DATED MAY 10, 2004, REV. SEPT 3, & NOV 3, 2004 & ANNUAL SERVICES CONTRACT #XXXXXX					13,500.00
2	REIMBURSABLES **NOT-TO-EXCEED**					500.00

All invoicing must be itemized and include the MCCCD Project Number and Purchase Order Number. Mail your invoices directly to Facilities Planning and Development at 2411 West 14th Street, Tempe, Arizona, 85281-6942.

Total						14,000.00
XXXXXX						
BY ACCEPTING THIS PURCHASE ORDER THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED ON THE PURCHASING WEBSITE www.dist.maricopa.edu/purchasing/t&c.html						AUTHORIZED SIGNATURE BUYER: WORSEY, C