



Notice of Request for Qualifications (RFQ)
RFQ No. P21/10040L
On Call Architectural, Engineering, Information Technology (IT) and Other
Professional Consulting Services

Pima County Community College District ("College" or "District") is seeking Statements of Qualifications (SOQ) from qualified firms or individuals for the provision of Architectural/Engineering (technical registrants), Information Technology (IT) and Other Professional Consulting Services on an as required/on call basis for various projects. The limited size and time from of this expected services do not lend themselves to individual request for proposals, as such needs arise.

Consultant Service Agreements will be awarded to multiple firms for an initial term of one (1) year with two (2) additional options for two (2) year renewal periods. Projects may be federally funded requiring that federal terms and conditions be adhered with by all consultants awarded contracts through this solicitation.

DUE IN AND OPENS: The deadline for receipt of sealed Statements is: **May 20, 2021 at 3:00 PM (MST)**. Statement Packets must be electronically submitted by this deadline to the following location: EMAIL: do-bids-proposals@pima.edu ****ELECTRONIC SUBMILLTALS REQUIRED****

PRE-SUBMITTAL CONFERENCE is **OPTIONAL** but highly recommended and will be held virtually online. The purpose of this conference is to discuss requirements and review solicitation documents.

Date: **April 20 2021 at 10:00 A.M.** (Tucson Time) at the following link:

Pre-Bid Meeting Link: meet.google.com/avt-ewov-iyf

Call In Phone #: 1-244-901-2715 Conference ID: 487 522 980#

QUESTIONS pertaining to this Request for Qualifications (RFQ) must be communicated in writing and be received via email do-bids-proposals@pima.edu by **April 19, 2021 at 3:00 PM (MST)**. Questions must be sent to the email address below and should include the specified Procurement Analyst's name and SOQ number. Question(s) should include a reference to the appropriate page and section number of the RFQ. Questions and answers will be posted on the Pima Community College webpage listed below by **April 22, 2021 at 5:00 PM (MST)**: do-bids-proposals@pima.edu

Jennifer Moore, Senior Procurement Analyst (Handling A&E and Other Services)
Carole Quintana, Senior Procurement Analyst (Handling IT Related Services)

Copies of the Request for Qualifications (RFQ), questions and answers, and any related documents are available on the Pima Community College Website: <https://www.pima.edu/administration/contracts-purchasing/index.html>

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SECTION 1: Introduction

Pima Community College (“College”) in accordance with A.R.S 34 (as applicable), seeks to enter into a contractual relationship with one or more firms or individuals in each service area for the provision of technical registrant and professional consulting services on an as required/on call 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, information technology and other professional consulting services areas will continue as a result its on-going major building construction/renovation programs and additional professional consulting needs. The consulting services proposed by this Request for Qualifications (RFQ) will also support smaller construction, remodeling, maintenance and other various planning projects. The District intends to select sources for architectural/engineering technical registrant services; information technology and other related professional consulting services 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 Statements of Qualifications (SOQs), as circumstances warrant or may be in the best interest of the District. Federal funding may be utilized on projects awarded under this solicitation and resulting contracts. Awardees will comply with all federal terms and conditions that may apply to resulting contracts.

Availability is sought in the following Service Areas:

Construction Related Service Areas:

Design, Construction Document and Construction Administration		Building Related Design, Support or Analysis Services	
1	Architectural & Academic Programming, Comprehensive Planning	1	Building Code Review and Compliance
2	Structural Engineering, Forensics Engineering and Analysis	2	Construction Cost Estimating
3	Civil Engineering	3	Interior Design for FF&E Assistance
4	Landscape Architecture	4	Energy Conservation/Use Analysis Engineering
5	Mechanical Engineering, (including Plumbing/ HVAC)	5	Roofing and waterproofing (envelope) Consulting
6	Electrical Engineering	6	Vertical Transportation Consulting
7	Noise, Vibration and Acoustical Engineering	7	Air/Water Test and Balancing Services
8	Security System & Access Control Design	8	Building Commissioning
		9	Asbestos/Hazardous Material Abatement, Air and Water Quality Testing & Industrial Hygiene Consulting
		10	Geotechnical Engineering and Materials Testing

Information Technology Related Service Areas

Construction Related Information Technology (IT) Professional Services		Additional General Information Technology (IT) Professional Services	
1	Telecom/IT & Infrastructure consulting services	1	Cloud Services, Enterprise Architecture Services, Databases, Platforms
2	Planning, design and construction administration	2	Systems upgrades and implementations and project management
3	Low voltage infrastructure; document, design, integrate space	3	Various other IT Consulting support services
4	Network design, cabling infrastructure, and equipment design		
5	Develop technology system standards; system testing		
6	Security Services, assessment, evaluation and recommendations		
7	Audio/Video and Educational Technology Services		

Firms are invited to submit Statements of Qualifications with respect to all or to any specific areas of expertise. The District anticipates selecting from two (2) to eight (8) firms in each service area, depending upon anticipated needs.

The list of Consultants (including firms/team and/or individuals), will be “on-call” for projects during the term of the Agreement. Selection under this solicitation is not selection for a specific project (or projects), but rather qualification for on-call use during the term of the awarded Consultant Service Agreement.

A Consultant Service Agreement by Service Area will be executed between the College and each of the selected Consultants. The scope of work to be performed will be defined on a project-by-project basis at the time of the request for services. When a specific project is initiated, Project Proposals with an associated scope of work, schedule, and total project not-to exceed fee will be negotiated between the College and the Consultant.

Approved project proposals will result in an issued Task Order and/or Purchase Order referencing the approved proposal. Approved proposals will not exceed estimated costs of \$500,000.00. All individual projects estimated to exceed the District’s Simplified Acquisition Threshold (SAT) amount of \$250,000 will require Governing Board approval prior to an approved Purchase Order being issued.

The College makes no guarantee that any Consultant will receive a project and be issued a Purchase Order. The College also makes no guarantee of a specific volume of work or a total contracted amount arising from this solicitation. The College further makes no guarantee that the quantity of work (whether measured in monetary terms or otherwise) within any service area will be spread equally or according to any other specific percentage split among the various Consultants that are awarded a contract and placed on the on-call list for the various professional consulting service categories.

The College intends to use the consultants that are on the on-call lists whenever this is practicable. The College may elect to direct select a firm by reviewing initially submitted SOQs during the consultant selection process for evaluation relative to the project requirement. The College will then enter into negotiations with the firm deemed to be best qualified for the project; and who presents a proposal that is deemed to be in the best interest of the College.

The College reserves the right to issue separate solicitation(s) for a specific project(s), even for work within the same service area covered by this solicitation, when it is in the College’s best interest to do so, as determined solely by the College.

PCC GENERAL BACKGROUND INFORMATION:

Description of Pima County Community College District - Pima County Community College District, located in Tucson, Arizona, is one of the ten largest multi-campus, multi-site Community Colleges in the United States. The College is a two-year institution offering both occupational and traditional college courses, and awards many different degrees and certificates. The College’s comprehensive curriculum includes credit courses, workforce development programs (Center for Training and Development), adult education special programs (GED), as well as corporate and community based non-credit instruction. Students attend classes at five major campuses throughout greater Tucson, as well as multiple learning and education centers that deliver specialized training programs. The College employs more than 1,000 faculty, staff and full-time employees. More than 39,000 students attend credit and non-credit classes annually. The population for the Tucson metro area is over 1 million people. The College is accredited by the Commission on Institutions of Higher Education of the North Central Association of Colleges and Schools.

ENTITY SUBMITTING A STATEMENT OF QUALIFICATIONS (SOQ) TERMS:

The terms “vendor”, “proposer”, “offerer”, “firm”, “consultant”, “company” or “contractor” (excluding the agreement) used in this SOQ or any subsequent documents or communications related to this SOQ are interchangeable and mean the entity submitting a SOQ and seeking to enter into a contract for professional services requested in this solicitation.

The terms “proposal”, “offer”, “response” and “statement of qualifications” used in this solicitation or any subsequent documents or communications related to this solicitation are interchangeable and mean the same. Proposal, response and/or SOQ are the documents that comprise the Offers written response to this solicitation for consideration by Pima Community College for award of contract.

SECTION 2: Instructions

STATEMENT OF QUALIFICATIONS (SOQ) PREPARATION: Before submitting a SOQ, each firm will familiarize itself with the entire solicitation, including the contents of Attachment 1: Requested Service Area Minimum General Experience and Qualifications, Optional Areas of Additional Expertise, Scope of Work, sample Consultant Service Agreement, College’s Insurance requirements, and all laws, regulations and other factors affecting the firm’s performance.

The firm is responsible for fully understanding the requirements of a subsequent contract, and will otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a Statement of Qualifications will constitute a representation of compliance by the firm.

The College is currently **NOT** accepting “hardcopy” solicitation responses via mail or drop-off at District Office. District Office has been temporarily closed to the public. The College will only accept solicitation responses electronically via submission to the following email address and must be received at do-bids-proposals@pima.edu by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.

All SOQ materials must be sent electronically and clearly marked in the subject line with the Company Name, solicitation title, solicitation number, and calling for the attention of the assigned Procurement Analyst.

It is the responsibility of the firm to ensure that SOQ(s) is received electronically by the Due Date and Time stated on the Cover Page of this solicitation or as amended by a solicitation Addendum.

- A.** The proposal packet must consist of one (1) original copy of the proposal in **PDF** format, clearly marked “Original”. The firm’s SOQ packet must be one combined PDF document with all required documentation. Do not submit your response as separate files.
- B.** SOQ must be typewritten on standard paper size (8½ x 11 inches), and include page numbers.
- C.** The SOQ will incorporate the **Forms** provided in this RFQ solicitation. It is permissible to copy these forms as required. The authorized person signing the SOQ will initial erasures, interlineations or other modifications on the SOQ forms.
- D.** Responses are to be provided on the **Forms included in this solicitation**. Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFQ. Supporting documents must be clearly titled and reference the applicable form.
- E.** The SOQ should be organized in sections with Tabs as outlined below.

Tab 1: Cover Letter

All SOQ responses must include the following:

- a. Cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College;
- b. The cover letter must also identify the primary contact for this proposal and include the College's RFQ number found within this solicitation;
- c. The cover letter should express the firm's interest and serve as an executive summary of the Statement of Qualifications.

The cover letter should be addressed to the assigned procurement analyst; The SOQ Table of Contents should be a maximum of two (2) pages (this item is not scored).

Note: Cover letter and table of content information does not substitute for providing the required Statement of Qualifications information to complete Forms parts 1 through 5.

Tab 2: Required Submittal Forms

SOQ must include all Required Submittal Forms, which are provided in this solicitation. Required submittal forms should be completed and signed by a person or an official authorized to commit the firm to a contract with the College.

The Offer will complete each of the below six (6) **Required Submittal Forms**, and organize the forms in the following order:

1. SOQ Certification Form
2. Exceptions to College's Consultant Service Agreement
3. Offeror's Proprietary/Confidential Information Form
4. Mandatory Certifications Form
 - a. Relatives Substantial Interest
 - b. Boycott of Israel
 - c. Legal Worker Verification Requirement
 - d. Status With Regard To Debarment, Or Suspension By Any Governmental Entity
 - e. anti-lobbying certification and disclosure
5. Appendix Form
 - a. Litigation
 - b. Cancelled, Debarred or Suspended
 - c. Prior Use
 - d. Cooperative Agreement
 - e. Subcontract, Third Party
6. Non-Collusion Affidavit Form

Tab 3: Statement of Qualifications (SOQ) Forms

Firms responding to this Request for Qualifications are invited to submit a separate SOQ for all or any specific areas of expertise for requested consulting categories. The content of the Statement of Qualifications (response to the evaluation criteria) must describe the firm's qualifications to provide the technical registrant and professional consulting services using the SOQ Forms contained herein. SOQ forms must be used for each service area of technical registrant and professional consulting services.

This solicitation includes five (5) forms that will comprise the SOQ to be prepared by the Offeror. The Offeror will complete the forms as per the guidance and questions contained therein. Each form included in this RFQ solicitation, along with any supporting documentation, the Offeror will submit such detailed responses together with its original SOQ packet.

1. **Firm Experience**
2. **Project Team Experience and Qualifications**
3. **Service Methodology and Approach**

4. **Optional Areas of Specialized, unique services or expertise**
5. **References**

STATEMENT OF QUALIFICATION (SOQ) SUBMITTAL: SOQ must conform to all requirements stated below. *Disregarding these requirements may have a negative impact on the evaluated score or result in the Offer (SOQ) being determined non-responsive and therefore not eligible for award of contract.*

1. All SOQ materials must be clearly marked with the Request for Qualifications (RFQ) title, solicitation number, and the firm's name.
2. It is the responsibility of the firm to ensure that complete SOQ submittals are received at do-bids-proposals@pima.edu by the Due Date and Time (deadline) stated on Cover Page of this RFQ solicitation or as changed by a solicitation addendum.
3. The firm is responsible for delivery of their SOQ packet by the Due Date and Time (deadline) notwithstanding any claims of error or failure to perform by email transmission.
4. No Statement of Qualifications or SOQ modifications may be submitted orally, or via telephone, facsimile, or telegraph.
5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the College requires an offer submitted in the form of a SOQ in response to this solicitation to be valid and irrevocable for ninety (90) days after the solicitation Due Date and Time.
6. SOQ Packet must be compiled in the following order:
 - Tab 1: Cover Letter**
 - Tab 2: Required Submittal Forms**
 - Tab 3: Statement of Qualifications (SOQ) Forms**

Note: If a firm wishes to be considered for more than one service area a separate SOQ must be submitted for each individual service area.

SECTION 3: Selection Process, Evaluation Criteria, Interviews, Negotiations

Types of Selection Processes

The selection process may entail a one-step or two-step process.

ONE-STEP -) selection process entails only the evaluation of SOQ packet to determine the most qualified to enter into negotiations for a contract; whereas,

TWO-STEP -) selection process will entail the evaluation of SOQ packet and a Presentation and/or Interviews. Under a Two-Step process, a qualified selection committee will short-list the Offerors based on the evaluation scores of the SOQs. The short-listed Offerors will be invited to participate in. Presentations/Interviews with the intent of selecting the most qualified firm to enter into negotiations for a contract.

Overview of the Selection Process

1. A qualified selection committee will evaluate and score responses based on the selection criteria and relative weight of the selection criteria stated in this Request for Qualifications.
2. The selection committee will determine the persons or firms to be on the final list and/or to be interviewed by evaluating the Statements of Qualifications that are submitted in response to this request for qualifications based only on the evaluation criteria and relative weight of the evaluation criteria stated in this Request for Qualifications.
3. Following the evaluation and ranking of SOQs, the College may, at its discretion, interview the top ranking firms.

4. The College reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. In the event interviews are conducted, information provided during the interview process will be taken into consideration when evaluating the stated criteria.
5. The College will award contracts to consultants, based only on the scores resulting from the evaluation of the SOQs, and interviews (as deemed necessary); followed by the successful negotiation of fair and reasonable fees schedules with the highest ranked and most qualified consultants.
6. Additional Investigations: The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a Statement of Qualifications.

Evaluation Criteria

Statements of Qualifications will be evaluated and rank ordered, by an evaluation committee. It is the responsibility of the responding firm to provide CLEAR AND CONCISE information specifically addressing all of the Evaluation Criteria. Interviews are not anticipated at this time; final award recommendations may be made based only upon the written SOQ responses. Selection of firms will be made using a qualifications and capabilities based selection process.

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

A Selection Committee (SC) will evaluate statements of qualifications and score based on the following evaluation criteria, which are listed in descending order of importance:

Evaluation Criteria	Evaluation Criteria Description	Maximum Points
A. Firm Experience	Breadth and depth of experience of the firm for the type of projects and services most likely required by the College. Breadth and depth of firm's available personnel by discipline. Refer to Attachment 1.	30
B. Project Team Experience and Qualifications	Qualifications and experience of the specific personnel proposed for providing services pursuant to a resultant contract. Refer to Attachment 1.	30
C. Service Methodology and Approach	Methodology and approach to understanding the objectives and services, provision of services from firms office location, quality and budget control methodologies.	30
D. Optional Areas of Specialized, unique services or expertise	Specialized, unique services or expertise offered by the firm that are beyond the general qualifications required for the service area. Refer to Attachment 1.	5
E. References	Complete the reference list form, as specified References will be reviewed at the College's discretion.	5
Total Possible Points		100
F. Interview - Optional		
G. Negotiations of Fee Schedule and Terms		

Requested Service Area Minimum General Experience and Qualifications, Optional Areas of Additional Expertise used for evaluating SOQs are provided in **Attachment 1 (one)**. Attachment 1 contains a description of skills, areas of expertise, certifications, etc, which are desirable and will receive higher evaluation points in particular service areas. If your firm has the additionally listed areas of specialized expertise, skill or certifications listed in this Attachment, also include them in your SOQ response.

Interviews (Optional): Following the evaluation, scoring and ranking of the Statements of Qualifications, the College may, at its discretion, interview the top ranking firms.

Selected Offeror(s) may be required to make virtual oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentation (which may be virtually). Costs and equipment for such presentations are the responsibility of the Offeror.

Negotiations of Contract Terms and Compensation Fee Schedule: The College will enter into negotiations with the highest ranked Statement of Qualifications on the final list. The negotiations will include a request for compensation fee schedules to determine fair and reasonable compensation; and consideration of any requested exceptions taken by the Offeror to the Consultant Service Agreement terms. Negotiated fee schedules will be compliant with federal standards by providing a Fee Schedule or Fee Estimate Summary, presenting both prime and subcontractor disciplines, direct labor rates, overhead, profit, billing rates; and the firm's most current Generally Accepted Accounting Principles (GAAP) Audit Statement with FAR Adjusted Overhead presented.

If the College is not able to negotiate satisfactory contract terms or a fair and reasonable Compensation Fee Schedule with the Offeror on the final list, the College will formally terminate negotiations. The College will then undertake negotiations with highest ranked and qualified Offeror on the final list until an agreement is reached or until procurement action is terminated.

SECTION 4: Contract Award and Cooperative Purchasing

Firms may be selected in one or more service area. The number of firms selected in each service area is based upon the District's judgment, estimated amount and type of work that may be needed during the contract term, to account for varying economic circumstances, anticipated funding levels, possible failure of a firm to perform adequately, possible failure to reach agreement on a contract renewal, etc. Award shall be made to the Offeror(s) whose submittal and subsequent negotiation is most advantageous to the College.

Consultant Service Agreement Award:

VENDOR REGISTRATION: Prior to the award of a Contract, the successful Offeror shall register with the College's Business Services Department. Registration can be completed online at <https://pima.edu/administration/contracts-purchasing/index.html> under Related Links by clicking on the "Vendor Substitute Form W-9 and Direct Deposit Authorization".

It is the intent of the College to enter into a written agreement with multiple Offerors. An example of the College's standard Consultant Service Agreement (attached to this solicitation) may be used for the resulting agreement with the selected firm(s).

Architectural and Engineering services will be based on the following:

- a) The services outlined in the Pima Community College Facility Guidelines and Specifications Standards. The Guidelines will be referenced in the contract between the Architect/Engineer and the College;
- b) The requirements of the College's Administrative Procedure: AP2.06.04 Capital Project Management applicable to the Architect's and Engineers service will be referenced in the contract.

The above documents describe how the College manages the facilities development process internally. Copies of these documents are attached to this solicitation. The contract and the above documents describe a scope of services that includes those traditionally termed "basic services" and services traditionally termed "additional services".

Federal Grant funds may be utilized on individual projects under the Contract. The Federal Terms and Conditions may apply and are incorporated into any resulting contract.

A. General:

1. Upon execution of the Consultant Service Agreement, a copy of RFQ and Offeror's SOQ will be incorporated by reference to the contract. All conditions of this RFQ will become conditions of the contract unless specific conditions of the RFQ are superseded by other terms of the contract. The resulting Consultant Service Agreement will remain on file for the term of the contract.
2. Projects will not exceed \$500,000.00. All individual projects estimated to exceed the District's Simplified Acquisition Threshold (SAT) amount of \$250,000 will require Governing Board approval prior to an approved Purchase Order being issued.
3. **Contract Term & Renewal:** The individual contracts will commence upon award and will have an initial term of one (1) year from date of award, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties will have the right to renew the Contract for two (2) additional two (2) year renewal periods, or portions thereof upon mutual agreement by both parties. In the event that the parties exercise the right to renew the contract, all terms, conditions, and provisions of the original contract will remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
4. **Fee Schedule Adjustments:** The College will review fully documented and justified requests for rate adjustment after any contract has been in effect for one (1) year. Rate adjustments will be reviewed and considered at the time of contract renewal or extension and will be a factor in the College renewal/extension review and due-diligence process. The College will determine whether the requested rate adjustment is justified and Fair & Reasonable; or if an alternative option should be considered in the best interest of the College. Any rate adjustment will be effective upon the effective date of the contract renewal or extension.
5. The College recognizes that over the term of the Consultant Service Agreement, members of the project team listed in the Consultant's SOQ may change. The Consultants will adhere with the Key Personnel condition presented herein (under the Project Award section).

B. Project Award:

1. **Project Award:** The College intends to request specific project proposals from firms awarded under the contract based on a review of Consultant Statements of Qualifications (SOQs) submitted during the selection process for contract award. Consultants will be selected to provide project proposals based on their relevant project experience, SOQ ranking, and availability/responsiveness. Selected Consultants will be invited to submit a detailed proposal, fees (based on the pre-negotiated Fee Schedules established at contract award), a Total Estimated Not-To-Exceed amount for the project; and a Project Completion Schedule. The College will award projects to Consultants presenting proposals it deems to be in the overall best interest of the District. The College will not reimburse consultants for the cost of proposal preparation. Each project will be negotiated and approved by the College Project Manager or designee prior to issuance of Notice to Proceed and Purchase Order. The consultant will not begin any work prior to receipt of a College executed Purchase Order. Individual projects will not to exceed \$500,000 and projects exceeding District's Simplified Acquisition Threshold (SAT) amount of \$250,000 will require Governing Board approval.
2. **Consultant's Responsibility:** The Consultant will be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant will without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under a Professional Design Services Contract, the College will consider the extent to which the Consultant may be reasonably liable. Neither the College's review, approval or acceptance of, nor payment for, the services required under this Contract will be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant will be and remain liable to the College in accordance with applicable

law for all damages to the College caused by the Consultant's negligent performance of any of the services furnished under this Contract.

If the Consultant is comprised of more than one legal entity, each such entity will be jointly and severally liable hereunder. The Consultant agrees that the work to be performed pursuant to this agreement will be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona as applicable. Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement will be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration. The Consultant will be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the College. By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

3. **Key Personnel:** It is essential that consultants provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The College encourages the consultants to hire or subcontract if necessary in order to provide the best personnel. The consultant must agree to assign specific individuals to the key positions. The consultant agrees that, once assigned to work under this contract, key personnel will not be removed or replaced without written notice to the College. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the consultant will immediately notify the College, and will, subject to the concurrence of the College, replace such personnel with personnel of substantially equal ability and qualifications.
4. **Financial Stability:** If requested, prior to Project Agreement negotiation and award, the consultant may be required to furnish appropriate documentation to substantiate the financial stability of the firm to undertake this project.

Cooperative Purchasing: Any Contract resulting from this solicitation will be for the use of College. In addition, public and nonprofit agencies that request to a Cooperative Purchasing Agreement with the College's Department of Procurement are eligible to participate in any subsequent Contract. The College is an active member of the Strategic Alliance or Volume Expenditures (SAVE) Cooperative Agreement. Under the SAVE Agreement, other members of SAVE may access any subsequent contract resulting from this solicitation. If the proposer does not want to grant such access, it must be stated in its SOQ and presented as an exception. In the absence of a statement to the contrary, the College requires your firm's participation as a cooperative contractor, and will assume that access is granted by the proposer to any subsequent agreement/contract.

See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.) The College will not be responsible for any disputes arising out of transactions made by others. The Contractor(s) will provide an electronic copy of the complete Contract to the College's Department of Procurement upon receipt of the Notice of Intent to Award. At the Colleges request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

Section 5: Solicitation Terms and Conditions

1. **Statement of Qualifications Opening.** SOQs are opened publicly by the office of Procurement and Payment Services. Interested parties may attend the Opening. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. Only the names of the submitting firms will be publicly announced at the Opening. No other information will be released until time of award. Proposal (SOQ) results will not be given in response to telephone inquiries. The list of firms or persons submitting proposals (SOQs) is available to anyone who submitted a proposal (SOQ) by sending a written request to the Procurement and Payment Services assigned Procurement Analyst.
2. **Effective period of proposals/SOQ.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFQ to be valid and irrevocable for ninety (90) days after the Opening Due Date and Time. Any firm who does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.
3. **Withdrawal.** Statements of Qualifications may be withdrawn until the date and time of the Opening. SOQs may not be withdrawn for ninety (90) days after the Opening.
4. **Deviation/Exceptions/Alternate Requests.** Offerors that propose modifications or request exceptions to the contract provisions must clearly identify the proposed deviations and any proposed substitute language on the appropriate Required Submittal Form. These should be identified and submitted with the RFQ response. Exceptions will be addressed during contract negotiations. Deviations must reference the specific paragraph number(s) and adequately defining the alternate or exception submitted. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of the contract.
5. **Inquiries/Questions.** Only questions answered by a formal written amendment to the solicitation will be binding. Firms may only submit written questions via e-mail as noted on the Cover page. Oral interpretations or clarifications will be without legal effect.
6. **Addenda.** Any change to the solicitation SOQ will be in the form of a numbered addendum issued by the Procurement and Payment Services Department. Any addendum will be posted on the College's webpage listed on the Cover page of this SOQ. Other than official numbered addenda issued by the office of the Procurement and Payment Services, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
7. **Cancellation.** The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.
8. **Acceptance or Rejection of Statements.** The College reserves the right to waive any formalities and to reject any or all SOQs or any part(s) thereof, and/or to accept any SOQs or any part thereof and/or to cancel the request for SOQs. The College also reserves the right to reject the SOQs of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the SOQs.
9. **Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a SOQs.

10. **Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFQ will become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.
11. **Confidential Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.

The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. The College will have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. The College, as a public entity subject to Arizona public records law,

12. **Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
13. **Pre-Submittal Conference.** If scheduled, the date and time of a Pre-Submittal Conference is indicated on Cover Page of this document. Attendance at this conference, is optional unless mandatory, is so noted on the Cover page of this solicitation. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-proposal Conference, questions may be submitted in writing via e-mail as noted on the Cover page.
14. **SOQ, Proposal, General Provisions.**
 - a. **Offer and Acceptance.** A response to the solicitation is an offer to contract with the College based on the provisions contained in the solicitation. An authorized signature on the cover letter accompanying the RFQ submittal and required documents will constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which will incorporate this solicitation.
 - b. **Cost of Preparation of SOQ.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal will be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.
 - c. **Accuracy.** It is the responsibility of all firms to examine the entire RFQ solicitation documents and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer in the form of Statement of Qualifications. Negligence in preparing a an Offer confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals/offers. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal/offer and may result in rejection.
15. **Waiver of Damage Claim.** Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer I and/or the rejection of his/her proposal/offer.

Required RFQ Submittal Forms

Certification Form

In response to RFQ No. 21/10040L Title: On Call Architectural, Engineering, Information Technology and other Professional Consulting Services this Statement of Qualifications is submitted

by: _____,
 (Company Name)

a corporation organized and existing under the laws of the State of _____;
 a partnership, registered in the State of _____, and consisting of _____;

an individual trading as _____,
 located at _____

Federal Tax Id No. _____

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFQ and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFQ. The proposal will remain in effect for a period of ninety (90) calendar days as of the Due Date for SOQs to the RFQ.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date:	Addendum No.	Date:

The undersigned hereby certifies that this Statement of Qualifications is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that your firm (check the appropriate areas):

- women-owned business; minority-owned business; labor surplus area firm
- does **or** does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:
- small business; veteran-owned small business; service-disabled veteran-owned small business;
- HUB Zone small business; small disadvantaged business; or women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFQ.

Authorized Signature/Date _____

Print Name _____

Title _____

Exceptions Requested Form

Company Name _____

Any exceptions to the requirements of this RFQ, including the Contract and Scope of Work, that the Offer requests the College to consider must be addressed on this form.

Each Exception or Alternate should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will provide all of the following information: (i) Name of the Document/Attachment; (ii) Agreement Page Number and Section Number; (iii) Exception; (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.

Any exceptions requested from the College' Sample Agreement must be provided, using this Exception Form.

If there are **NO** proposed alternates or exceptions, a statement to that effect must be provided.

_____(initial) Contractor certifies this proposal has taken **NO** exceptions and does not propose alternates.

Exceptions/Alternates are noted in the space below or are included as an Attachment to this section.

Authorized Signature/Date _____

Print Name _____ **Title** _____

Confidential and/or Proprietary Declaration Form

Company Name _____

In the event the Offeror elects to include in its SOQ any information deemed "proprietary" or "protected," it will clearly mark the information as to any proprietary/confidential claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that which is deemed confidential or proprietary by the Respondent.

The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed.

The College will have the right to use any and all information included in the SOQs submitted unless the information is expressly restricted by the Offeror.

If the SOQ contains **NO** confidential/proprietary information, a statement to that effect must be provided.

_____(initial) Contractor certifies this SOQ contains **NO** confidential and/or proprietary information.

Confidential/Proprietary Information. Contractor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. **If additional space is required, provide information on a separate page and submit as an attachment to this form.**

Authorized Signature/Date _____

Print Name _____ **Title** _____

Mandatory Certifications Form

Company Name _____

A. Conflict of Interest Certification

_____ (*initial*) The Offeror certifies that to the best of his/her knowledge there is **NO** officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this Statement of Qualifications.

_____ (*initial*) The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this Statement of Qualifications, and the nature of the substantial interest, are included below or as an attachment to this certification form.

First, Last Names	Title

B. Boycott of Israel Certification

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any Contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the Contractor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror.

_____ (*initial*) Accordingly, the Offeror by initialing certifies Offeror is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.

C. Worker Eligibility Verification

As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any Contractor who fails, or whose subcontracts/subrecipients fail, to comply with A.R.S § 23-214 governing the employee verification requirements through the federal e-Verify program.

_____ (*initial*) Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, as applicable or required under A.R.S § 23-214, verify, through the e-Verify program as jointly administered by the U.S. Department of Homeland Security and Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and (2) that it will, as applicable or required under A.R.S § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror.

A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror.

Upon request, the College will have the right to inspect the papers of each Contractor, subcontractor or any employee of either who performs work hereunder for the purposes of ensuring that the Contractor or subcontractor is in compliance with the warranty certification set forth herein.

Authorized Signature/Date

Print Name	Title

Appendix Form

Company Name _____

In each space provided below, provide a detailed answer or indicate Not Applicable (N/A). If additional space is needed, answers may be provided on a separate document and be attached to this form.

- a. Litigation:** Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.

- b. Canceled, debarred, suspended:** If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.

- c. Prior Use:** If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

- d. Cooperative:** If the firm intends to use any cooperative, for the purposes of this SOQ, the firm must submit a copy of the Cooperative Contract.
- e. Subcontract, third party agreement,** or the like to perform under their SOQ:, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.**

Authorized Signature/Date _____

Print Name _____ **Title** _____

Non-collusion Affidavit
(must be completed by contractor)

STATE OF: _____)
)
COUNTY OF: _____)ss
)

(Name of Individual)

being first duly sworn upon oath deposes and says:

That he/she is

(Title)

of _____
(Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before me
this _____ day of _____ 2021.

(Signature)

My commission expires: _____

If by a Corporation (Seal)

Notary Public

Statement of Qualifications (SOQ) Forms

Instructions:

Each firm will be limited in the total number of pages submitted as part of their Statement of Qualifications (SOQ) packet.

Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, the College will limit the total number of content pages to (single sided using minimum 11 point font). **A "page" is limited to one side of an 8-1/2 by 11 inch sheet of paper:**

Documents that will not be considered in this total number of content pages will be resumes, financial statements, letters from financial/insurance institutions, cover page, index, offer acceptance form, insurance certificates, non-collusion affidavit, and tab pages. The tab pages will be used to reference each section and can be used for pictures or art work. Appendices may be attached as back up information; 254 & 255 forms are **not** required. The College has attempted to streamline the amount of required information as noted on each Form. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

The SOQ must adhere to the order and response length indicated per each Criteria Response. Each form must indicate the service area for which the SOQ is being submitted:

Construction Related Service Categories

Design, Construction Document and Construction Administration		Building Related Design, Support or Analysis Services	
1	Architectural & Academic Programming, Comprehensive Planning	1	Building Code Review and Compliance
2	Structural Engineering, Forensics Engineering and Analysis	2	Construction Cost Estimating
3	Civil Engineering	3	Interior Design for FF&E Assistance
4	Landscape Architecture	4	Energy Conservation/Use Analysis Engineering
5	Mechanical Engineering, (including Plumbing and HVAC)	5	Roofing and waterproofing (envelope) Consulting
6	Electrical Engineering	6	Vertical Transportation Consulting
7	Noise, Vibration and Acoustical Engineering	7	Air/Water Test and Balancing Services
8	Security System & Access Control Design	8	Building Commissioning
		9	Asbestos/Hazardous Material Abatement, Air and Water Quality Testing & Industrial Hygiene Consulting
		10	Geotechnical Engineering and Materials Testing

Information Technology Related Service Categories

Construction Related Information Technology (IT) Professional Services		Additional General Information Technology (IT) Professional Services	
1	Telecom/IT & Infrastructure consulting services	1	Cloud Services, Enterprise Architecture Services, Databases, Platforms
2	Planning, design and construction administration	2	Systems upgrades and implementations and project management
3	Low voltage infrastructure; document, design, integrate space	3	Various other IT Consulting support services
4	Network design, cabling infrastructure, and equipment design		
5	Develop technology system standards; system testing		
6	Security Services, assessment, evaluation and recommendations		
7	Audio/Video and Educational Technology Services		

(1) Firm Experience Form

This evaluation criteria is thirty (30) points maximum.

Company Name _____

Service Area _____

A. Firm's Size and Work Load (one page maximum, five points)

Clearly indicate the **total number of professional and technical staff, and technical professional registrants** (Registered Architects, Engineers and other professionals where the discipline either is a required or optional registered technical profession with the State of Arizona, and other applicable by disciplines), listed by job title or position, that are located in your (a) Pima County area office and (b) in other offices of your firm that are located outside of Pima County and may be assigned to District projects. Indicate the location (city, state) of the other offices and personnel). All work performed in disciplines that have required or optional professional registration must be performed by a properly licensed registrant or be under the direct supervision of a properly registered professional. Indicate location (include city, state) where staff regularly performs multiple tasks, include them in the most responsible position for which they spend at least 25% of their time.

B. Firm's Project Experience (two pages maximum, ten points)

Summarize experience within past seven (7) years of the firm with no more than three (3) projects of **similar** type and scope for which the firm is the firm of record. Similar projects include other multi-term contract work; multiple contracts with the same owner for projects of similar scope to the potential College projects; and/or a successful history of similar scope projects.

Definitions:

- Project Type: new construction, addition, renovation, etc.
- Project Budget: the cost of construction of the project.
- Project Manager: the person responsible to the client for the overall success of the project.
- Project Architect: the person responsible for coordinating the day to day work of the project design team, construction document preparation and construction administration.
- Project Designer: the person responsible for the design concepts.
- Project Engineer(s): the person(s) responsible for the design, construction, document preparation and construction administration of specialized parts of the project.
- Project Role: the role within the design team: Project Manager, Project Architect, Project Designer, etc. If the scope of project was small and one individual did more than one job, just list the individual once.

Use the following format for each project:

Past Project: Project Name, Owner or Client Project Type, Size (s.f.), Project Budget, Date of Completion	Key Personnel: Project Manager, Project Architect, Project Designer, Project Engineers and other Consultants	Narrative on the Project: Describe how the project is similar and why your experience is relevant to this SOQ. Describe best practices.

C. Examples (five (5) pages maximum for each project, five (5) points)

Provide examples of the above projects i.e. reproduction of drawings, color copies of photos or other means of your past work.

D. Project Cost History (two pages maximum, ten points)

Provide information on the cost estimates prepared by your firm, the successful low bid, and final cost for the projects listed. Provide other information to substantiate your firm's ability to accurately estimate construction costs.

(2) Team Experience Form

This evaluation criteria is thirty (30) points maximum. This form should not exceed one (1) page.

Instructions: This form should be completed for each key personnel involved in the performance of this contract. Answer all questions in the space provided. Space will increase as information is typed. You may include more than one architect/engineer for each discipline. A separate resume (maximum one (1) page) may be included and attached as a second page to this form. The resume is to be used to supply relevant information pertaining to the performance of this contract and is to be supplemental to the information below and is not to be used to replace this form.

Company Name _____

Service Area _____

Employee Name:		
Position currently held in firm:		
Years with the Firm:	Years in current position:	
Role under this Contract:		
Years of experience as role for this contract:		
Job related Education and Training:		
Job Related Registrations, Certifications:		
Describe his/her project role as structured within your firm and within this particular project team:		
Identify the primary function(s) of the employee in performing the services required by this solicitation:		
List employee's relevant experience using the following 3-column format:		
Project Name, Owner or Client Project Type, Size (s.f.), Project Budget, Date of Completion	Project Role (Manager, Project Architect, etc.)	Narrative on the project: Describe how the project is similar and why the person's experience is relevant to this project.

NOTE: For projects that are the same as in Projects Listed under Firm Experience, provide the "**Project name**" only and say "refer to Firm Experience", and provide the person's project role. For personal experience, that is experience with another firm, put a double asterisk (**) after the project name.

(3) Service Methodology and Approach Form

This evaluation criteria is thirty (30) points maximum.

Company Name _____

Service Area _____

A. Methodology (five pages, fifteen points)

Explain the firm's methodology and approach to understanding the objectives and services required by this solicitation in relation to the services your firm is able to provide. How you will interact with the user groups. Discuss assumptions made pertaining to owner's/College's responsibilities regarding methodology used.

B. Contract Service (one page, five points)

Does the firm have a local presence?

If not, how will the firm provide the contracted services? Discuss in detail the firm's management and operating strategy. Does your firm use sub-consultants? Discuss Subconsultants and how they will be used for performance of services under this contract. Per the Pima Community College Facilities Guideline, Part I, Section 3.3, the cost of travel and long distance service by out of town Consultants or sub-Consultants to perform basic services of the contract will be included in the basic service fee.

D. Quality Control (two pages maximum, five points)

Describe the methods used by the firm to check the quality and completeness of the firm's construction documents, such as coordination checklists and coordination review meetings. Also describe on-going processes, such as TQM, used by the firm to improve its level of service.

E. Schedule Control (one page, five points)

Describe the methods used by the firm to prepare and maintain project schedules during design and during administration.

(4) Optional Areas of Specialized, Unique Services or expertise Form

This evaluation criteria is five (5) points maximum. Statement must not exceed two (2) pages.

Company Name _____

Service Area _____

Describe those services and areas or expertise, beyond the general qualifications required by the service area, which are offered by the Company. Refer to Attachment 1.

(5) References Form

This evaluation criteria is five (5) points maximum. Statement must not exceed one (1) page.

Company Name _____

Service Area _____

Provide at least four Owner(College)/User references on projects listed in Form 1 – Firm Experience and/or significant projects listed in Form 2 – Team Experience Form. **Only** provide references for projects listed in Forms 1 and/or 2. References will be checked for short-listed firms. Provide **all** of the following information for **each** reference:

Owner	Project Name
Owner's Academic Rep Name, Title (President, Dean, Department Chair, etc.) Rep's Current Address Rep's Current Phone Number	Contractor's Name Contractor's Project Manager P.M.'s Current Address P.M.'s Current Phone Number
Owner's Facility Rep Name, Title (Director of Operations or Facilities Planning, etc.) Rep's Current Address Rep's Current Phone Number	Construction Manager (if applicable) CM Project Manager (if applicable) CM P.M.'s Current Address (if applicable) CM P.M.'s Current Phone Number (if applicable)
Owner's Facility Rep Name, Title (Director of Operations or Facilities Planning, etc.) Rep's Current Address Rep's Current Phone Number	Construction Manager (if applicable) CM Project Manager (if applicable) CM P.M.'s Current Address (if applicable) CM P.M.'s Current Phone Number (if applicable)
Owner's Facility Rep Name, Title (Director of Operations or Facilities Planning, etc.) Rep's Current Address Rep's Current Phone Number	Construction Manager (if applicable) CM Project Manager (if applicable) CM P.M.'s Current Address (if applicable) CM P.M.'s Current Phone Number (if applicable)

**The points for references will be awarded on an all-or-nothing basis for correctly providing references. If interviews are conducted with the short-listed firms, the evaluation of the information provided by the reference will be part of the overall evaluation performed.*

Attachment 1:

Service Area Minimum General Experience and Qualifications, Optional Areas of Additional Expertise. Requested individual areas of expertise and experience used for evaluating this RFP

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

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

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

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

Design, Construction Document and Construction Administration Services

The following disciplines will provide typical and traditional professional registrant and consultant services as required, including programming, feasibility assessments, comprehensive reviews, implementation of District design standards into design documents, schematic design, design development, construction documents, bidding/pricing assistance, construction administration and project closeout.

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

General Description and Experience

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

Optional Areas of Additional Expertise

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

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

Structural Engineering (Services may include Forensics Engineering and Analysis)

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

General Description and Experience

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

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

Optional Areas of Additional Expertise

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

Civil Engineering

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

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

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

specifications and details for the pavement maintenance program, updating and maintaining District-wide pavement maintenance database, observing new paving and pavement maintenance work in progress.

General Description and Experience

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

Optional Areas of Additional Expertise

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

Landscape Architecture

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

General Description and Experience

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

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

Optional Areas of Additional Expertise

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

Mechanical Engineering. (including Plumbing and HVAC)

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

General Description and Experience

General HVAC mechanical, plumbing and fire sprinkler system design in post-secondary education and similar institutional settings. New construction, remodeling and building system evaluation/replacement/upgrades HVAC system energy and maintenance system upgrades or replacements.

Optional Areas of Additional Expertise

- a. Energy use and energy conservation analysis
- b. LEED design and certification

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

Electrical Engineering

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

General Description and Experience

General power, lighting and special low voltage system design in education and institutional settings
New construction, remodeling and building system evaluation/replacement/upgrades.

Experience in designing life safety/fire alarm systems, other low voltage specialized buildings systems

Optional Areas of Additional Expertise

- a. Energy use and energy conservation analysis
- b. LEED design and certification
- c. Central plant equipment and systems
- d. Commissioning services
- e. High capacity emergency generators and emergency power distribution and transfer*
- f. Outdoor and indoor athletic field and facilities lighting*
- g. High voltage distribution systems and equipment (above 480v to 4160v)*
- h. Experience in specialized building types found in post-secondary education and vocational/occupational settings such as performing arts centers, automotive repair, restaurants, commercial/institutional kitchens, physical or life science labs, data centers and computer rooms, fire science, nursing and health settings, gymnasiums, radio and television studios, fitness centers, etc.*

Noise, Vibration and Acoustical Engineering

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

will comply with applicable ANSI, State or locally mandated standard, and where requested, LEED building acoustic analysis.

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

General Description and Experience

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

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

Optional Areas of Additional Expertise

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

Security System and Access Control Design

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

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

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

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

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

General Description and Experience

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

Building Related Design, Support or Analysis Services

Building Code Review and Compliance

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

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

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

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

General Description and Experience

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

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

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

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

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

Providing field inspections to determine compliance with appropriate codes

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

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

Optional Areas of Additional Expertise

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

Timed Egress Analysis* Fire Modeling*

Smoke Control Modeling*

Fire Alarm/Sprinkler Prediction Response Time* Calculated Fire Resistance*

Construction Cost Estimating

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

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

General Description and Experience

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

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

Experience in value engineering

Optional Areas of Additional Expertise

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

Interior Design for FF&E Assistance

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

General Description and Experience

Experience in FF&E selection, specification and procurement for public or government entities, preferably secondary or post-secondary education clients.

Establishing or working from open purchasing agreements with FF&E representatives or manufacturers.

Experience in both free standing and systems furniture

Experience with coordination of move management services; interfacing with suppliers and Users for furniture relocation, re-use, or new installations.

Optional Areas of Additional Expertise

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

Energy Conservation/Use Analysis Engineering

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

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

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

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

General Description and Experience

Mechanical and electrical engineers familiar and experienced in energy conservation design, analysis of existing facilities and development of system-wide energy conservation plans

Experience and familiarity with standard energy use software programs

Optional Areas of Additional Expertise

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

Roofing and Waterproofing (Envelope) Consulting

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

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

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

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

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

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

General Description and Experience

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

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

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

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

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

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

Familiarity and competence with database roofing maintenance programs

Optional Areas of Additional (Roofing) Expertise

- a. Significant and specific project experience with urethane foam roofing systems using “single lock” and “double lock” acrylic coating applications. This type of roof is the District’s standard and preferred system.
- b. Provide training to the district staff for proper roof inspection procedures and reporting, warranty procedures, roofing systems maintenance and repairs procedures that include appropriate repair materials and procedures for the types of roofing systems maintained by the District including roofing field materials, gutter, downspout, scupper, flashing, expansion joint and pitch pocket repairs.*

Vertical Transportation Consulting

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

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

General Description and Experience

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

Air/Water Test and Balancing Services

The test and balance (TAB) process will verify and document compliance of air and hydronic flows versus the design criteria, as well as identify and document deficiencies in these systems that may be preventing achievement of the design criteria. The TAB firm may be involved beginning in the design phase and extending through the warranty phase of the project. During the design phase, the TAB firm may be asked to review the design to ensure it meets design objectives. During construction, the TAB firm develops and coordinates the execution of a TAB plan, including pre-TAB observations, field reports, participation in building system commissioning as part of the Commissioning Plan, and implementation of air and water balancing and documenting all systems’ performance ensuring that the systems are functioning in accordance with the contract documents. The TAB firm generally will be contracted directly to the District.

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

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

General Description and Experience

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

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

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

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

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

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

Optional Areas of Additional Expertise

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

Building Commissioning

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

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

During construction, the CxA will develop and coordinate a testing plan and will provide construction observation reports. The CxA will review and comment on the certified testing procedures, developed by the testing and balancing contractor. The CxA will document systems performance and verify that the systems are functioning in accordance with the design intent and the contract documents.

The CxA will confirm that building operation and maintenance (O&M) systems manuals are complete for equipment and systems that are part of the commissioning work. The CxA will verify that system operations training is conducted to owner satisfaction or upon request, assist with user/operator training.

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

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

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

General Description and Experience

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

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

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

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

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

Personnel experience: A minimum of five (5) full years in providing commissioning services is required. The CxA must have acted as the principal CxA for at least five projects within the past three years. Experience with projects similar in size and scope to current District projects types/uses/sizes is required. Extensive experience with the startup, operation, and troubleshooting of HVAC systems, emergency generator systems,

and building automation systems. Extensive experience in writing commissioning specifications and test protocols, developing commissioning plans and schedules, and managing the commissioning process. Knowledgeable in building systems operation, maintenance, and training. Field experience using test equipment to verify air, water, electrical, and fire/life safety systems. Experience with energy efficient equipment and system design, and control strategy optimization. Direct experience in monitoring and analyzing system operation using building automation system trending and stand-alone data logging equipment.

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

Optional Areas of Additional Expertise

- a. Indicate experience and capability to provide optional services such as development, evaluation and specification of system-wide energy controls systems and open purchase orders; energy audit reports including equipment/system usage or strategy (e.g., control strategies) differences between the energy audit and the design or construction bid documents.
- b. Building envelope systems commissioning, including curtain walls, etc.*

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

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

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

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

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

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

General Description and Experience

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

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

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

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

Optional Areas of Additional Expertise

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

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

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

Geo-Technical Engineering and Materials Testing

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

General Description and Experience

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

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

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

Optional Areas of Additional Expertise

- a. Other related areas of testing or consulting by your firm such as roofing evaluation, Phase I Environmental reports, etc., along with examples and qualifications of personnel. *If these areas are the same as other specialty areas requested in this Request for Qualifications, please respond in those areas separately if you have a desire to be selected as a primary provider of those services.*
- b. In-house drill rigs for soil borings

Construction Related Information Technology (IT) Professional Services

Audio Visual Systems Design

Audio Visual system consultant services may include planning and advising, detailed engineering design and calculations, control system design, budget development, drawings and specifications for bidding, software programming development, construction administration, system testing/commissioning and user training, close out documentation and other services for new construction, renovation and standalone audio-visual system projects. Audio-Visual systems design will include all components, control systems, infrastructure, and accessories necessary to operate, use and support the systems. Audio-Visual criteria will be in accordance with the minimum requirements of the codes and regulations adopted by the authority having jurisdiction, consistent with the fire, life safety and property protection code program, ADA and related regulations, and in accordance with the District's requirements and standards.

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

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

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

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

General Description and Experience

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

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

Optional Areas of Additional Expertise

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

Information Technology System and Network Design

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

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

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

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

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

General Description and Experience

Experience and expertise in Information Technology System and Network Design with at least five years' experience designing and coordinating the installation of various information technology networks and systems. This will include recommendation and assistance with the selection of various and necessary components to assure that all components will work together in an effective manner.

Ability to design and engineer complete or upgrade existing network infrastructure systems Experience and ability in handling complex network, security and e-business type systems.

Additional General Information Technology Professional Consulting Services

- a. Software Development** - Proof of concepts, sandboxes, new products, services and software, prototypes, XR technologies, digital twins, RPA, robotics, application development, wireframes, presentations, data models, data science, analytics, ai, IoT.
- b. Network Services** (Connectivity, Wired/Wireless/Broadband, security, firewalls, network architecture, networking technologies, IoT, AI, Analytics, MDM, Zero-Trust, hardware, software, tools, methods, and services)
- c. Security Services** - Security assessment, evaluation, recommendation, implementation, and testing of all security related issues in regards to Role, Data, Device, Service, Event.
- d. Audio/Video and Educational Technology Services**
 - 1. Learning/Teaching technologies, Hyflex classrooms, Libraries, XR technologies, etc.
 - 2. Audio/Video systems design, programming, configuration, installation, repair, maintenance, and support
 - 3. Classroom technology design, installation, maintenance, and support
 - 4. Certified Crestron product dealer
 - 5. Certified SMART Technology product dealer
- e. Cloud Services.** Assessment, evaluation, POC, blueprints, design, architecture, evaluation, testing, and implementation of all cloud-related elements with AWS, GC, Azure, security, architecture, design, systems, technologies.
- f. Professional consulting services** for all IT related matters for the Infrastructure, User Services, Enterprise Services, and Security Services departments at Pima Community College. (Support, Training and materials, Review, Design, Best practices, Innovation, Optimization)
- g. Enterprise Architecture services** (ERP, SIS, CRM, LMS, HRIM, Integration, API, Communications, Databases, platforms, XaaS, Data modeling, data sciences, analytics, RPA, robotics, ai, IoT)
- h. Service and Process Mapping** including improvements.
- i. Systems upgrades and implementations**
- j. Project Management** processes, tools, training, support, and technologies.

Pima Community College's IT department Enterprise Systems provides support and services for a variety of systems. Enterprise Systems responsibilities include, but are not limited to, the following areas of support,

- a. ERP – Ellucian's Banner
- b. Student Administration – Banner, DegreeWorks, Starfish
- c. Student Admissions –ERx, Banner, Salesforce
- d. Student Accounts –Banner, TouchNet
- e. Student Financial Aid – Banner, Campus Logic, FATV
- f. Student, non-credit - Ellucian Elevate
- g. Academic Administration, Instruction – Banner, Curriculog, Acculog, ELumen, Portfolium
- h. Academic Space Management and Administration - AdAstra
- i. Human Resources – Banner, Cornerstone, Equifax, Percipio
- j. Payroll – Banner, eVisions FormFusion and Intellicheck
- k. Finance – Banner
- l. Procurement – Banner, Concur, eVisions FormFusion, and Intellicheck
- m. Ellucian Page Builder
- n. Ellucian Ethos
- o. Document Records Management - Banner Document Management, Retention
- p. Work Flow automation – Banner WorkFlow
- q. Business Intelligence – Crystal Reports, Oracle Reports, Data Warehouse
- r. Customer Relationship Management – Salesforce
- s. Learning Management System – D2L

- t. Portfolio and Project Management – TeamDynamix, SmartSheets
- u. Oracle ApeX
- v. Workload Automation - AppWorx/UC4
- w. Prior Learning Assessment Portfolium/Accelerator
- x. CleanAddress
- y. AI Chatbot - Ocelot
- z. Automation – Predikly

ES Technology Services and Solutions:

The vendor will provide a complete portfolio of technology services and solutions related to professional services consulting engagements. The scope of consulting engagements will include services for software development, design, planning, development, configuration, testing, integration, implementation, upgrade, maintenance, user support and training, project management, and other related services or responsibilities related to the project under contracted services.

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

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

General Description and Experience

Experience and expertise in general Information Technology Professional Consulting Services; with at least five years' experience with the additional various IT service categories described and offered herein. Including but not limited to coding, design, system engineering, and implementation services. Demonstrating experience working with similar higher education institutions of similar size and scope.

These services and solutions will include, but not limited to, a list of all consultants and parties including resumes, bio, and references, the scope of services, list of all services, services fees and expenses, statement of work, list of vendor responsibilities, list of client responsibilities, timeline details, termination details, change order details, ownership of materials, data, and deliverables, proprietary information and use of materials, handling of confidential information, terms for additional services, limitations of liability, dispute resolution, communication details, enforcement of the agreement, PLUS all the other legal language that contracts should develop as part of any standard contract/agreement (warranties, provisions, etc.). Assist the campus personnel with complete solution design and selection of all necessary components.

RFQ Completion Checklist

This checklist is a summary of some of the required components of the RFQ. It is provided as a convenience to vendors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the vendor to submit complete and compliant Statements of Qualifications.

Cover Letter

Required Submittal Forms

- Certification Form
- Exceptions Requested Form
- Confidential and/or Proprietary Declaration Form
- Mandatory Certifications Form
 - a) Conflict of Interest
 - b) Boycott of Israel
 - c) Worker Eligibility Verification
- Appendix Form
 - a) Litigation
 - b) Debarment and Suspension
 - c) Canceled/Terminated Contracts
 - d) Product/Service Discontinued Use
 - e) Cooperative, Subcontract, Third Party Agreement
- Non- Collusion Affidavit

Statement of Qualifications (SOQ) Forms

- 1) Firm Experience
- 2) Project Team Experience and Qualifications
- 3) Methodology/Examples
- 4) Optional Areas of Specialized, unique services or expertise
- 5) References

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“**Agreement**”) is made and entered into as of the date of last signature below (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and _____ (“**Consultant**”), a(n) _____, with a principal place of business at _____.

BACKGROUND:

- A. College is a two-year community college and a public institution of higher education.
- B. Consultant is a private/public/ non-profit _____ engaged in the provision of _____ business/services.
- C. Consultant is a successful Offeror under College’s solicitation Request for Qualifications (RFQ) No. 21/10040L.

PURPOSE:

- A. The College requires professional consulting services for <<SERVICE CATEGORY>> on an on-call basis for various projects in accordance with A.R.S § 34 or as applicable and;

NOW, THEREFORE, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

- 1. **SERVICES.** Subject to the terms and conditions stated below, Consultant shall provide College the On Call <<SERVICE CATEGORY>> (“**Services**”).
 - 1.1 [Attachment A](#), which is attached to and made part of this Agreement, provides a basic description of the Services to be performed by Consultant.
 - 1.2 As part of the Services, Consultant shall deliver to College all goods, reports, documents and other materials (“**Deliverables**”) as set forth in Attachment A.

2. COMPENSATION; PAYMENT TERMS

- 2.1. **Compensation.** In exchange for the Services, College shall pay Consultant as per the Billing Rate Schedule set forth on [Attachment B](#), which is attached to and made part of this Agreement.
- 2.2. Consultant shall be solely responsible for payment of all taxes, and, unless states expressly in Attachment B, shall be solely responsible for all expenses it incurs, including travel and meals, in connection with the Consultant’s obligations under this Agreement.
- 2.3. **Invoices.** Consultant shall submit College a detailed invoice that includes the Consultant’s taxpayer identification number (Social Security number or Employer Identification number), dates and details of the Services provided, reference to this Agreement, and to College-issued Purchase Order number.
- 2.4. **Payments.** College will submit payment to Consultant within thirty (30) days after receiving the invoice from Consultant.

3. TERM and RENEWAL

- 3.1 The term of this Agreement shall commence on _____, 2021 and shall remain in effect for a period of one (1) year and expire [on the _____, 2022 (“**Term**”). The Contractor agrees that the College has the right, at its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof.
- 3.2 The initial term will remain in effect for a period of one (1) year unless renewed, extended, terminated, or canceled as otherwise provided herein. Term includes two (2) additional options for two (2) year renewal periods.
- 3.3 In the event that the College exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal or extension period with the possible exception of price and minor scope additions and/or deletions.

TERMINATION.

- 3.1. Termination for Convenience.** Notwithstanding the Term, College may terminate this Agreement, in whole or in part, with or without cause upon thirty (30) days' prior written notice to Consultant.
- 3.2. Termination for Cause.** Either party may terminate this Agreement, by written notice to another party, in the event of breach which the party failed to cure within ten (10) days from receiving a written notice from the non-breaching party stating the reason.
- 3.3. Effect of Termination.** Upon receipt of termination notice from College, the Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise); and 2) deliver to College all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by Consultant in performing this Agreement, whether completed or in progress. Upon termination, College will pay Consultant equitable compensation for the Services satisfactorily performed through the date of termination and will not be required to pay or reimburse Consultant for any Services performed or for expenses incurred by Consultant after the date of the termination notice that could have been avoided or mitigated by Consultant. Such compensation shall be Consultant's sole remedy against College in the event of termination under this Agreement.

4. PERFORMANCE COMMENCEMENT, SCHEDULE, DELAYS

- 4.1. Start of Performance.** Consultant shall commence the performance of Services under this Agreement promptly upon being awarded a Task Order and receiving the Purchase Order issued by College against this Agreement. In no event shall Consultant commence the performance prior to the receiving the Purchase Order from College.
- 4.2. Schedule; Progress Work.** Consultant will determine a schedule for Project awarded and will ensure timely completion of the Services and of all milestones as may be required for the Project. College may request Consultant to provide ongoing progress reports and, in the event Consultant falls behind, may modify or adopt an alternative schedule for Consultant's performance.
- 4.3. Delays.** Consultant shall use its best efforts to stay on schedule, and in the event such schedule falls behind, Consultant shall accelerate the completion of the project. In the event the delay is caused by College, the parties may extend the time for completion.

- 5. CHANGES IN SCOPE.** College may, from time to time require minor changes in the scope of the Services of the Consultant to be performed hereunder. Such requests shall be in writing from the designated College representative, provided however, that all changes which involve or result in the increase or decrease in the amount of the Consultant's compensation by College or which extend the Term of this Agreement shall be done by written amendment signed by both parties. College has no obligation to compensate Consultant for any worked performed outside the scope of this Agreement in violation of requirements stated in this Section.

- 6. SUBCONTRACTORS; EMPLOYEES.** In performing of Services under this Agreement, Consultant may not use subcontractors. Consultant shall be solely responsible for hiring, training, compensation, and supervision of persons engaged in the delivery of Services.

7. PROFESSIONAL REQUIREMENTS

Consultant will employ suitably licensed, trained and skilled professional personnel to perform all required services under this agreement.

Registration as a Professional Architect, Engineer and Firm in the State of Arizona with the Arizona State Board of technical Registration is required at all times.

The College recognizes that over the term of the contract, members of the project team listed in the Consultant's proposal may change. Prior to changing any key personnel, especially those Key Personnel College relied upon in making this Contract, Consultant will obtain the approval of College. The Consultant will provide information similar to the original information in the RFQ substantiating a similar level of knowledge and ability for replacement team members.



- 8. CONSULTANT'S PERFORMANCE.** Consultant shall provide all tools, equipment, and supplies Consultant determines to be necessary to perform the Services. Consultant is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.

Architects, Engineers and Firms must maintain applied use of International Code Council family of codes, the Americans with Disabilities Act, the National Electrical Code and all other applicable codes in Arizona. Design Professional shall review all applicable laws and codes in designing and preparing the construction documents.

Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Agreement. Without additional compensation, Consultant will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Agreement, regardless of College having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to College.

- 9. INDEPENDENT CONTRACTOR.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's employees, officers, or agents, shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

10. CONSULTANT'S WARRANTIES AND CERTIFICATIONS

10.1.Performance. Consultant warrants that Consultant has the personnel, experience, and knowledge necessary to qualify Consultant for the particular Services to be performed under this Agreement. Consultant warrants that all Services under this Agreement will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.

10.2.Deliverables. Consultant further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Consultant under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.

10.3.Licenses and Certifications. Consultant warrants that it has obtained or will obtain, at its own cost, all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

10.4.No Debarment. Consultant further certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

10.5.Misuse of Public Funds. Consultant warrants that, with respect to any Federal, State, or local government funds: (i) Consultant has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Consultant or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds.

10.6.Conflict of Interest. Consultant represents that Consultant presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Consultant's performance of the Services under this Agreement. Consultant further warrants that no relationship or affiliation exists



between Consultant and College that could be construed as a conflict of interest with regard to this Agreement.

11. OWNERSHIP AND USE OF DELIVERABLES

11.1.All documents and College-owned tools and equipment used in performing the Services shall remain the exclusive property of College. Further, all Deliverables, including but not limited to computations, data, records, statements, charts, presentations, reports, and other materials prepared or produced by Consultant in connection with the Services, whether or not accepted or rejected by College, will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be the property of College and for College's exclusive use and re-use at any time without further compensation and without any restrictions. Consultant may not sell, disclose, or obtain any other compensation for the Service Deliverables.

11.2.Consultant shall not, with regard to Deliverables, apply for, in Consultant's name or otherwise, any copyright, patent or other property right, and Consultant acknowledges that any such property right created or developed remains the exclusive right of College. Consultant will not use Deliverables in any manner for any other purpose without the express written consent of College.

12. CONSULTANT'S INTELLECTUAL PROPERTY. Consultant will retain ownership of its pre-existing intellectual property, including any of its pre-existing Intellectual Property that may be incorporated into the Deliverables, provided that Consultant informs College in writing before incorporating any pre-existing Intellectual Property into any Deliverables. Consultant hereby grants to College a perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense), to freely use, make, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Deliverables or otherwise provided to College in the performance of the Services. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.

13. COLLEGE DATA. As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Consultant, including all data and information provided directly to Consultant by College students and employees, as well as all data managed by Consultant on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Consultant, as well as all data obtained or extracted through College's or Consultant's use of the Services (collectively, "**College Data**"). The College Data will be College's Intellectual Property and Consultant shall treat it as College's confidential and proprietary information. Consultant will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Consultant's obligations to College under this Agreement; or (ii) as authorized in writing by College. Consultant may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Consultant shall deliver, destroy, and/or make available to College any or all of College Data.

14. CONFIDENTIALITY If, during the Term, either party is provided with access to the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, which is not generally known to the public ("**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.



- 15. **EDUCATIONAL RECORDS; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Consultant pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
- 16. **PUBLIC RECORDS.** The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Consultant prior to disclosure.
- 17. **INFORMATION SECURITY.** All systems that contain College Data in connection with this Agreement shall be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, such systems and Services shall be managed in such a way that they are in compliance or are consistent with College's policies and standards regarding data usage and information, including College's information security requirements, as they may be amended from time to time, and that are set forth at the following web page: <https://www.pima.edu/administrative-services/information-technology/security.html>.
- 18. **INSURANCE.** Consultant shall procure and maintain until all of the Consultant's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described below, and shall otherwise comply with the requirements.

The Vendor, at Vendor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the College and possessing a current A.M. Best, Inc. Rating of B++6.

19.1 GENERAL INSURANCE REQUIREMENTS:

- A. Certificates of Insurance:** Consultant shall, upon request, submit to College certificates of insurance evidencing the coverage required herein as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.
- B. Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by shall be declared to College, and are subject to approval by College. Consultant shall be solely responsible for any such deductible and/or self-insured retention.
- C. Scope of Insurance Coverage:** All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Consultant's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Consultant shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.
- D. Additional Insureds:** The insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Consultant.
- E. Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Consultant to College.
- F. Consultant's Personnel, Agents, and Subcontractors:** Consultant shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Consultant and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Consultant shall not permit all persons or entities retained by, through, or under Consultant, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.
- G. Failure to Maintain Insurance:** In the event Consultant and/or any person or entity retained by, through, or under Consultant fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Consultant.

H. Exemptions: Consultants exempt from the workers' compensation/employers liability insurance requirements under state law shall provide College with an appropriate completed and signed waiver form.

19.2 INSURANCE COVERAGE REQUIRED:

19.2.1 Workers' Compensation Insurance - Consultant shall procure and maintain Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant, its employees, or both, engaged in the performance of the Agreement, as follows:

Worker's Compensation	Statutory Employer's Liability
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

19.2.2 Commercial (Business) Automobile Liability Insurance – Consultant shall procure and maintain Commercial Automobile Liability Insurance with respect to Consultant's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit	\$1,000,000 (CA 0001)
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19.2.3 Commercial General Liability Insurance – Consultant shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below.

General Aggregate	\$2,000,000 (CG 0001)
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

19.2.4 Professional Liability (Errors and Omissions Liability):

Each claim	\$1,000,000
Annual Aggregate	\$2,000,000

19. RECORD KEEPING. Consultant shall maintain all records related to the Services performed under this Agreement for five (5) years after the completion of the performance or after the termination or expiration of the Agreement, whichever is later.

20. INDEMNIFICATION BY CONSULTANT.

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the College, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents, or any tier of subcontractors in the performance of the contract. The contractor's duty to defend, hold harmless and indemnify the College, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the

contractor be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The contractor shall hold the District, its officers and employees, harmless from liability of any nature or kind on account of use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request.

- 21. USE OF NAMES; TRADEMARKS.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Consultant's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
- 22. CONDUCT ON COLLEGE PROPERTY.** While on College property, Consultant shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Consultant's personnel shall comply with all reasonable requests of College communicated to Consultant regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
- 23. COMPLIANCE.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 24. EMPLOYEE STATUS VERIFICATION.** As required by A.R.S § 41-4401, College is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). Consultant warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of this warranty will be a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. College retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the warranty stated above.
- 25. NON-DISCRIMINATION.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, gender, gender identity, color, religion, sexual orientation, or national origin.
- 26. NON-ASSIGNMENT.** This Agreement is personal to Consultant. Consultant shall not assign any of the Consultant's rights or delegate any of the Consultant's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Consultant shall be void and ineffective.
- 27. RIGHT TO OFFSET.** College shall have the right to offset against any sums due to Consultant, any expenses or costs incurred by College, or damages assessed by College concerning the Consultant's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 28. NOTICES.** Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:

To COLLEGE
Requestor /Implementation
Name: _____
Phone: _____



Email: _____
Address: _____

Administration

Name: PCC Contracts Services
Address: 4905 E. Broadway Blvd, D-232
Pima Community College
Tucson, AZ 85711

To CONSULTANT:

Name: _____
Phone: _____
Email: _____
Address: _____

- 29. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence that party is unable to prevent. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay, provided, however, that College reserves the right to terminate this Agreement if the delay may and does materially impact the Services.
- 30. **NO WAIVER OF RIGHTS.** No waiver by College of any breach of the provisions of this Agreement by Consultant shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 31. **DISPUTE RESOLUTION.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College administrative provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 2.9 of Pima County Superior Court Local Rules.
- 32. **HEADINGS.** The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.
- 33. **NO THIRD-PARTY BENEFICIARIES.** The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or any other person or entity.
- 34. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.

[SIGNATURE PAGE CONTINUES]



35. ENTIRE AGREEMENT. This document, including all Attachments, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**

For **CONSULTANT**

PIMA COUNTY COMMUNITY COLLEGE DISTRICT:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENTS:

- [Attachment A](#): Scope of Work
- Attachment B: Billing Rate Schedule
- Attachment C: Federal Acquisition Regulations

APPENDICES:

- Exhibit 1: Facility Guidelines and Specifications Standards
- Exhibit 2: Administrative Procedure: AP2.06.04 Capital Project Management

ATTACHMENT A: SCOPE OF WORK
to Consultant Services Agreement

Consultant agrees to perform on an as-needed basis, professional consulting services as generally outlined below for each service category.

In the event services are funded by a federal grant, terms of Federal Acquisition Regulations will apply as provided in Attachment C.

Service Categories are:

<<<<Service Category>>>>

All work will be performed in accordance with Facility Guidelines and Specifications Standards (Exhibit 1) and the requirements of the College’s Administrative Procedure: AP2.06.04 Capital Project Management (Exhibit 2) applicable to the Architect’s and Engineers’ service (Exhibit 2).

The above documents describe how the College manages the facilities development process internally. Copies of these documents are attached. The above documents describe a scope of services that includes those traditionally termed "basic services" and services traditionally termed "additional services".

Projects will be directed by the Pima Community College <<<Facilities Operations & Construction Division authorized representative>>. <<Information Technology authorized representative>>.

When a specific project is initiated by the College, a Project Proposal with an associated scope, schedule, and fee will be negotiated between the College and the Consultant for each specific project.

FINANCIAL STABILITY: If requested, prior to negotiation and award, the Consultant may be required to furnish appropriate documentation to substantiate the financial stability of the firm to undertake this project.

Approved project proposals will result in an issued Task Order and an issued Purchase Order.

- A Task Order will be issued for each approved proposal that the total cost does not exceed \$500,000.00.
- A Purchase Order is required to facilitate the payment of invoices associated with an approved Task Order. Purchase Orders will reference the contract on file.
- All individual projects estimated to exceed the District's Simplified Acquisition Threshold (SAT) amount of \$250,000 will require Governing Board approval prior to an approved Purchase Order being issued.

<<<<<<<SERVICE CATEGORIES and BASIC DESCRIPTION OF WORK:>>>>>>>

ATTACHMENT B: BILLING RATE SCHEDULE

to Consultant Services Agreement

In consideration of the basic services specified in this Agreement, the College agrees to pay Consultant in accordance with the hourly rates detailed in this Attachment “B”, which includes CONSULTANT’S labor classifications and corresponding hourly billing rates, in an amount not to exceed the amount stated in the approved Task Order and subsequent Purchase Order.

Other labor classifications unique to a particular task will be included in the fee agreement for that Task Order.

Consultant must cite the Purchase Order number issued by the College on all invoices.

All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Work for which those costs were incurred.

The time accounting information must be sufficient to show the worker and hours worked by day for the period covered by the invoice.

Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

DO NOT COMPLETE –

This is a Sample Billing Rate Schedule that may be negotiated.

Labor Class	Architect - Labor Classification Description/Discipline	Hourly Billing Rate	Direct labor Rate	Overhead	Profit
1	Principal Architect	\$			
2	Project Manager - Architect	\$			
3	Programmer/Planner	\$			
4	CADD/Drafter	\$			
5	BIM Manager	\$			
5	Interior Designer	\$			
6	Clerical/Administration	\$			
7	Landscape Architect	\$			
Labor Class	Engineer - Labor Classification Description/Discipline	Hourly Billing Rate	Direct labor Rate	Overhead	Profit
1	Sr. Project Manager	\$			
2	Project Manager	\$			
3	Project Engineer	\$			
4	Engineering Designer				
5	AutoCAD Operator				
5	Surveyor Manager				
6	Project Surveyor				
7	2-Person Survey Crew				
8	Survey Tech				
9	Sr. Construction Inspector				
10	Construction Inspector				
11	Construction Supervisor				
12	Principal Engineer – Civil				
13	Principal Engineer – Electrical				
14	Principal Engineer – Geotechnical				
15	Principal Engineer – Mechanical				
16	Principal Engineer - Structural				
A	Reimbursable Expense Markup				
B	Markup for Sub-Consultants				



DO NOT COMPLETE –

This is a Sample Billing Rate Schedule for IT Related Consulting Services that may be negotiated.

Labor Class	Information Technology Labor Classification Description/Discipline	Hourly Billing Rate	Direct labor Rate	Overhead	Profit
1	Analysis				
2	Consulting, management				
3	Database/data Warehouse				
4	Application Development				
5	Application Data Administration				
5	IT Management and Supervision				
6	IT Project Management				
7	Technology Administration				
8	Telecommunications Support				
9	Audio Visual Support				

End of Attachment B



ATTACHMENT C: FEDERAL ACQUISITION REGULATIONS

As prescribed in Federal Acquisition Regulation 22.407, the following clauses are required for contracts in excess of \$2,000 for construction within the United States:

Federal Acquisition regulation 52.222-6 – Davis-Bacon Act (Jul 2005)

(a) *Definition.*—“Site of the work”—

(1) Means--

- (i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and
 - (ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—
 - (A) Located in the United States; and
 - (B) Established specifically for the performance of the contract or project;
- (2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
- (i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
 - (ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;
- (3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

- (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed.



- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (c)
 - (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:
 - Wage and Hour Division
 - Employment Standards Administration
 - U.S. Department of Labor
 - Washington, DC 20210The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Federal Acquisition regulation 52.222-7 – Withholding of Funds (Feb 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the

Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Federal Acquisition regulation 52.222-8 – Payrolls and Basic Records (Feb 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the

--

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the



Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Federal Acquisition regulation 52.222-9 – Apprentices and Trainees (Jul 2005)

(a) Apprentices.

- (1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the



classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

- (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Federal Acquisition regulation 52.222-10 – Compliance with Copeland Act Requirements (Feb 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

Federal Acquisition regulation 52.222-11 – Subcontracts (Labor Standards) (Jul 2005)

- (a) *Definition.* “Construction, alteration or repair,” as used in this clause means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
 - (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (2) Painting and decorating;
 - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
 - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of work” definition; and
 - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the “site of the work” definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—
 - (1) Davis-Bacon Act;
 - (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the clause is included in this contract);
 - (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;
 - (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination – Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.
- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).
- (d)
 - (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor’s signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

Federal Acquisition regulation 52.222-12 – Contract Termination -- Debarment (Feb 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Federal Acquisition regulation 52.222-13 – Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

Federal Acquisition regulation 52.222-14 – Disputes Concerning Labor Standards (Feb 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Federal Acquisition regulation 52.222-15 – Certification of Eligibility (Feb 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Federally-Funded Agreement. If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions.

SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL CONTRACT

College has entered into an agreement with either the U.S. Government, or another entity which has itself entered into an agreement with the U.S. Government ("Federal Contract"). That Federal Contract requires that certain federal contract provisions be made a part of any subsequent contract awarded by College related to furthering the performance or deliverables required under that Federal Contract. Accordingly, the following additional Federal Acquisition Regulations ("FAR") terms apply to any Contractor providing services to College under this Agreement. Any references below to "Subcontracts" refer to this Agreement.

1. These clauses apply regardless of amount of the Agreement:

- 52.222-26, Equal Opportunity (Apr 2015)
52.222-21, Prohibition of Segregated Facilities (Apr 2015)
52.222-4, Contract Work Hours and Safety Standards -Overtime Compensation (May 2014) (for subcontracts that involve the employment of laborers and mechanics)
52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)
52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (for subcontracts funded under the Recovery Act only)
52.227-9, Refund of Royalties (Apr 1984) (for subcontracts in which the amount of royalties reported during negotiation of the subcontract exceeds \$250).

- 2. These clauses apply to Agreements in amount of \$3,500 or more:**
52.222-54 Employment Eligibility Verification (Oct 2015)
- 3. These clauses apply to Agreements in amount of \$10,000 or more:**
52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- 4. These clauses apply to Agreements in amount of \$15,000 or more:**
52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)
- 5. These clauses apply to Agreements in amount of \$35,000 or more:**
52,209-.6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
- 6. These clauses apply to Agreements in amount of \$150,000 or more:**
52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct.2010)
52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a))
52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)
52.222-17, Nondisplacement of Qualified Workers (May 2014)
52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement

SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL GRANT

College is either a recipient of a federal grant pursuant to an agreement with the U.S. Government, or has entered in an agreement with another entity that has itself entered into a grant agreement with the U.S. Government (“Grant”). That Grant requires that certain federal provisions be made a part of any subsequent contracts awarded by College related to furthering the performance or deliverables required under that Grant. Accordingly, the following terms provided in the Federal Regulation (2 CFR, Part 200, which superseded and replaced the OMB Circulars, effective July 1, 2015) apply to any Contractor providing services to College under this Agreement.

- 1. Applies to all Agreements regardless of amount and services provided:**
 - 1.1. Record Keeping** – Contractor shall maintain all records related to the services performed under this Agreement for three (3) years after the completion of the performance or after the termination or expiration of the Agreement, whichever is later.
- 2. Applies to Agreements for amounts in excess of \$2,000 AND involving building repairs:**
 - 2.1. Copeland “Anti-Kickback” Act (40 U.S.C. 3145; 29 CFR, Part 3)** – Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled College is required to report all suspected or reported violations to the Federal awarding agency.
- 3. Applies to Agreements for amounts of \$25,000 or more:**
 - 3.1. Federal Debarment and Suspension (OMB at 2 C.F.R. 180)** – Contractor’s Certification (see Form attached to College RFP) is a mandatory condition to an award of this Agreement.
- 4. Applies to Agreements for amounts of \$100,000 or more:**
 - 4.1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractor’s Certification (see Form attached to College RFP) is a mandatory condition to an award of this Agreement.
 - 4.2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** – Where employment of mechanics and laborers involved, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours; For hours in excess of 40, the worker shall be compensated at a rate of not less than one and a half times the basic rate of pay.
- 5. Applies to Agreements for amounts of \$150,000 or more:**
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- 5.1. **Clean Air Act (42 U.S.C. 7401-7671q)** and
- 5.2. **Federal Water Pollution Control Act (33 U.S.C. 1251-1387)** – College will report the Contractor’s violations with these requirements to the Federal awarding agency.

Exhibit 1: Facility Guidelines and Specifications Standards

Exhibit 2: Administrative Procedure: AP2.06.04 Capital Project Management