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NOTICE INVITING
REQUEST FOR PROPOSALS
College Wide Master Plan Consultant Services

Pima Community College extends an invitation to interested and qualified firms or individuals to submit formal sealed qualifications to provide Consultant Master Planning services as described herein.

Questions pertaining to this submittal must be communicated in writing and be received via e-mail by October 3, 2014 @ 3:00 p.m. (Tucson Time). Questions must be sent to the e-mail address noted and include the specified RFP number, Project Name, and Buyer’s name in the subject of the e-mail. Any questions should include a reference to the appropriate page and section number of the RFP.

E-mail Questions to: DO-Staff-FO-Procur@pima.edu.

Answers will be posted as an addendum to the PCC Purchasing Department website by 5:00 P.M. (Tucson Time) October 10, 2014 to the Website address below:

http://pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html

Proposals shall be sealed and marked on the outside as follows:

Firm Name
College Wide Master Plan Consultant Services
P15/9870
Jan Posz, C.P.M., Senior Buyer
October 24, 2014 (3:00 p.m. Tucson Time)

Sealed proposals will be received until 3:00 P.M. (Tucson Time), October 24, 2014, by Pima County Community College District.

Firms must submit one (1) original copy of the proposal, clearly marked “Original”. In addition, the firm must submit one (1) digital .PDF copy of the proposal on media suitable for copying and distributing electronically.

Attention: Jan Posz C.P.M., Senior Buyer
Pima Community College c/o Purchasing Department
4905D East Broadway Blvd., Room D232
Tucson, Arizona 85709-1420

Telegraphic, telephonic, e-mail or telecopy (fax) submittals or modifications of submittals will not be considered. Proposals received after the time and date set for submittal will not be considered and will be returned to the sender. Each Proposer is solely responsible for the delivery of its proposal to the above location by the time and date specified. If a Proposer elects to submit the proposal by mail, the proposal must be received in Pima Community College Purchasing Department by the time and date due. Pima Community College is not responsible if U.S. Mail or Pima Community College Mail Services fails to make a delivery on time.

The name of the firm(s) or individual(s) will be read publicly by a representative of the College at the Pima Community College Purchasing Department, 4905D East Broadway Blvd, Room D232, Tucson, Arizona on the RFP submittal due date. All information submitted by the Proposers will be made available for public inspection during regular business hours after the contract award is made if any.

Thomas E. Harrington, C.P.M.
Director of Purchasing
Pima Community College
PART 2: PURPOSE/SCOPE OF SERVICES

2.1 Introduction
Pima Community College is a two-year college serving the greater Tucson, Arizona metropolitan area and southern Arizona at six campus locations throughout Pima County. In addition to the six campus locations there are Learning Centers and support offices located throughout the greater Tucson and southern Arizona metropolitan areas. Approximately 56,000 students are served annually. The College maintains over 1.7 million gross square feet of community college and support facilities on over 532 acres for instruction and operations.

Founded in 1966, Pima's credit courses award certificates and associate's degrees in a variety of fields. PCC also provides workforce development, career training programs, continuing education, and adult education. Pima Community College is committed to providing convenient, affordable, and accessible high quality education with the power to transform the lives of our students, and improve our Community.

2.2 College's Mission, Vision and Goals

Our Mission – is to develop our community through learning.
Our Vision – is to provide access to learning without the limits of time, place or distance.

Our College goals include:
- To improve access to higher education.
- To provide excellent teaching and responsive student services.
- To prepare a highly skilled workforce.
- To create student-centered partnerships with colleges and universities.
- To provide effective developmental and adult basic education.
- To create partnerships with business and industry, the local schools, government and other sectors that enhance the community.
- To provide effective developmental and adult basic education.
- To foster responsible civic engagement.

2.3 Campus and Facilities Locations
Our Campuses and facilities include:
- Community Campus
- Desert Vista Campus
- District Office
- Downtown Campus
- East Campus
- Maintenance and Security Complex
- Northwest Campus
- West Campus
- Learning Centers:
  - 29th Street Coalition Center
  - Arizona Prison Program
  - Aviation Technology Center
  - Davis Monthan Air Force Base
  - El Pueblo Learning Center
  - El Rio Learning Center
  - Green Valley
  - Truck Driving Range
- Partnerships:
  - Clements Center
  - YMCA-Northwest
2.4 Purpose and Intent

Pima Community College invites Consultant firms with higher education master planning experience to submit interest and qualifications for selection consideration. The purpose of this Request for Proposals (RFP) is to hire a Consultant to provide master planning services as described herein.

The Lead Consultant firm shall be the Proposer and shall sign the contract with the College. A single project manager, who shall be employed by the Proposer and whose qualifications shall be provided in the proposal, shall direct the work and shall be the point of contact for the assigned College’s Facilities Project Manager. Proposals must also include resumes for all professional firms and personnel necessary to perform the required scope of work.

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection. Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment
for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

2.5 Project Overview

The Consultant must assess a range of programmatic and physical planning issues and propose viable alternatives to address them. As such, the Consultant must have experience in planning higher education facilities. The Consultant shall have the capabilities for evaluating complex inter-relationships among College academic programs, and for the infrastructure which will support them. In addition, the Consultant must understand and take into account during the planning process the relationship of the College to the surrounding communities, and other higher education institutions.

The following is a brief description of tasks of the master planning process:

- **Task One – Training / Review of Mission Statement and Vision**
  The master planning process must begin with a clear understanding of what the Institution is all about, its mission and goals – where it is going. List of tasks for this initial step include but not limited to:
  - Convene a comprehensive initial site visit to each of the facilities and have an initial meeting with key members of the College’s team to talk about the planning process, review the approach and schedule, and to initially talk about the opportunities, goals, and obstacles that are unique to the College. The objectives of this initial meeting and site visits include:
    - Confirm the project schedule, lines of communication, scope of services, and project goals and objectives
    - Identify the Key individuals that will meet throughout the Master Plan process as a Facilities Planning Committee
    - Set overall project and meeting schedules
    - Consultant shall obtain and prepare background and supporting base information for each of the facilities and site plans.
    - Consultant shall obtain any available GIS/digital base information
    - The College shall provide to the Consultant recently conducted facility, planning, and other related studies
    - The Consultant shall request other College information and requirements as necessary
    - Members of the College will make themselves available throughout the process
  - Subsequent to the Kick-off Meeting the Consultant shall conduct a training session with the Facilities Planning Committee, and key individuals to review the concepts and guidelines for a master planning document. This will provide a solid foundation for how the master planning process will be developed with the Committee. At the Kick-off Meeting the Consultant will work with the Facilities Planning Committee to set expectations for the project and to understand the issues, concerns, goals, and objectives of the College community while keeping in mind the vision of the College.
  - The Consultant shall engage feedback from the community by contacting and meeting with Neighborhood Associations, local government officials and business leaders and others as discussed in the initial meeting with the College.

- **Task Two – Strategic Plan Review**
  The strategic review is the second step in the master planning process and through it the Institution’s goals are articulated. In this step the College must define itself in terms of what it is and where its leadership desires it to go. This stage is the most crucial, for it provides the foundation on which all the other steps are based.
  - During this step the Consultant Team shall meet with the Facilities Planning Committee, and have meetings and presentations with the College’s Governing Board, and Administration.
Prior to 2014, the College used the College Plan process to document areas of focus for the Institution. 2011-2013 College Plan documents, final reports and PowerPoint presentations are available on the Pima Community College website: https://www.pima.edu/about-pima/strategic-plan/college-plan-archive/index.html

The 2014 Futures Conference, held on February 18, 2014, provided an opportunity for community and college employees to help build Pima’s strategic direction. A presentation on the Futures Conference was given at the March 12, 2014 College Board meeting and can be found on the College’s website.

- **Task Three – Functional Analysis and Educational Master Plan**
  This step takes into consideration the facilities/site amenities space utilization and listing of facility and site improvement needs. The Facilities Inventory describes how existing buildings are being used, in terms of space usage and departmental control. This inventory is an important component of the master plan as it documents all internal/site space utilization, and whether space is being used to its optimum potential. Conducting a functional analysis of the existing facilities/sites will assist with determining a baseline for future planning. The Consultant shall analyze the existing space and apply appropriate higher education space guidelines pertinent for a community college to determine future space needs projected to the year 2030. The Consultant shall collect detailed information regarding:
    o Primary academic programs and any immediate and future plans that have been prepared for these programs
    o Academic support services for the students
    o Continuing and Professional Education programs and activities
    o E-learning programs and activities
    o Current class sizes
    o Course scheduling patterns for each discipline
    o Credit hours of instruction by department/unit
    o Expected changes in the number of faculty and staff by department or unit
    o Number of personnel by department
    o College Organizational Chart
    o Enrollment forecasts/trends within each program, service department and course level
    o Academic/Administrative restructuring plans in the future – if any
    o Program/Space Needs Assessment - Based on the collected information the Consultant shall be responsible for developing and documenting a space needs assessment for each academic department and administrative unit within the College on a department by department basis. The program will document existing program uses and establish target square footage needs at the College’s existing facilities/sites, and potential expansion of facilities/site amenities if any.
    o Meet with the College as necessary

- **Task Four – Physical Analysis**
  This step assembles relevant information about the existing physical features and constraints and opportunities. Campus building and site infrastructure systems must also be addressed in this stage.
    o Analysis of Building/Site Plans. Evaluate the current functional adequacy and required scope of improvements for all existing building and site improvements, as well as providing drawings that identifies current uses of campus building and a comparison of existing and future distribution of departments and services by building (existing/new) and campus locations.
    o Analyze vehicle and pedestrian circulation, and relationship between and among buildings by function
    o Security/crime prevention
    o Climate and solar orientation
    o Landscape and environmental
    o Views to and from the site
    o Site hydrology and drainage
    o Gateways
    o Campus edges, and gathering places
o Aesthetics and architectural character, including massing, materials, details, visual and special order.

o Relationship between the building layout and academic uses of those buildings.

o Investigate, analyze and make recommendations regarding utilities infrastructure, building systems

o The Consultant shall obtain all zoning information, flood district, and cultural (archeological cultural sensitive site) information from local government agencies

o The Consultant shall document intergovernmental agreements, leases etc. for each facility

o The Consultant shall review the existing Facilities Conditions Assessments prepared by Kitchell in March 2011 for each of the Six Campuses, Green Valley Facility, Maintenance & Security Complex, District Office, Aviation Technology, and the Adult Education/Learning Centers. The Facilities Condition Assessment Reports shall be reviewed, validated and updated in accordance with established maintenance guidelines for higher education campuses.

o Site visits and meetings at the College campuses and facilities shall be arranged and coordinated with the Facilities Operations Managers and the Facilities Project Manager assigned to this project.

o **Task Five – Solution Development and Evaluation**

  Once the first four steps have been completed, and strategic, functional, and physical issues have been identified, the Consultant with the Committee’s input can begin to examine potential solutions. This step will be used to evaluate a number of options, taking into consideration not only monetary issues but also physical capabilities and restraints, and partnering opportunities.

  o The Master Plan shall provide guidelines for future development which are dynamic and flexible, addressing not only present needs but also those anticipated in the future. The guidelines should take into consideration estimates of demographics, academics, and enrollment of the institution, while clearly defining acceptable situations.

  o Constructability shall be included in the proposed projects evaluation

  o The Master Plan shall take into consideration the unique physical features of each individual campus, and also address common design guidelines for the College District Wide.

  o Prepare alternate land use plans for future development based upon the needs assessment

  o Meet with the College’s Facilities Planning Committee at least on a monthly basis during this task

  o Meet with Community members as requested by the Facilities Planning Committee

o **Task Six - Feasibility Study**

  In addition to the Master Plan, a comprehensive Feasibility Study shall also be provided to include sustainable design considerations and options. Included in the Feasibility study will be options for alternative fuel, energy conservation projects, photovoltaic possibilities for both on-site campus and electric grid delivery, and water conservation and water harvesting. When feasible, the College is committed to adopting LEED principles on all new buildings and renovations.

The above tasks are listed as a minimum requirement for the resulting Master Plan process/submittal and are not meant to be limiting in scope.

The goal of this RFP is to solely engage a Consultant for the Master Planning process, and does not assume any intent or obligation on the part of the College to commit to any firm the architectural and/or engineering design for any other projects.
Task Seven – Master Plan Document

Once the planning decisions have been made by following through on the previous steps, the plan should include thorough documentation of the total process, so that it is easy to revisit the plan when the plan needs updating. If it is in the best interest of the College, we reserve the right to continue the relationship with consultant awarded this proposal for updating needs. The plan should present the data and analyses, and make recommendations regarding future decisions. Cost and phasing information is fundamental, especially regarding projects that need to be executed before other projects can proceed. The outcomes of the process must be documented, and color graphic images and renderings are very important as part of the master plan document. The plan document should include such elements as answers to the questions concerning assignment of functions to facilities, specific site development, building development recommendations, design guidelines, and implementation strategies.

- Meet with the Facilities Planning Committee to review the Draft Document
- Meet with the Facilities Planning Committee to review the Final Document
- Meet with the College’s Administration to present an Executive Overview

2.6 Team Approach

The College will assemble a Facilities Planning Committee which consists of approximately fifteen to twenty people composed of College District Administrators, Campus Administrators, faculty and staff representatives with specific expertise, a student representative, and others. The Committee will bring in subject matter experts from the College, and create focus workgroups as needed. The Master Planning Consultant shall meet with the Facilities Planning Committee at least on a monthly basis.

The Committee with the contracted professional master planners will create a framework for development and implementation of a Master Plan for Pima Community College. This framework will respond to the institution’s mission, goals, the strategic plans and timelines, future growth and programmatic needs by enhancing the physical environment, and facilities of the College District. The Committee will provide input and recommendations regarding the development and implementation of standards; recommend solutions in response to College needs that support institutional goals; and foster environmental stewardship and sustainability; and make recommendations to the Chancellor.

2.7 Project Schedule

The Master Plan is desired to be completed by August 30, 2015. The tentative implementation schedule is as follows:

- Issuance of Notice to Proceed November 2014
- Master Plan Process – Phase 1 November 2014 – August 2015

2.8 Available Documents

The documents listed below will be furnished to the Consultant upon award of the contract:

- Capital Improvement Expenditures Report prepared by Kitchell dated March 11, 2011
- Energy Conservation Project for All Campuses prepared by Kitchell dated March 11, 2011
- Executive Summary Report for West Campus, Downtown Campus, Community Campus, Northwest Campus, East Campus, Desert Vista Campus, and District Office prepared by Kitchell dated March 11, 2011
- Building Assessment Report for District Office, Desert Vista Campus – Stage 3 dated July 2011
- Utilities Development Plan for Downtown Campus – Stage 3 report dated July 2010
- Utilities Development Plan for East Campus – Stage 3 report dated July 2010
- Utilities Development Plan for Northwest Campus – Stage 3 report dated August 2011
- Utilities Development Plan for West Campus – Stage 3 report dated July 2010
- Current Infrastructure Condition for Desert Vista Campus – Stage 3 report dated July 2011
- Mechanical & Electrical Building Assessment for Maintenance & Security Facility January 2011
- Capital Outlay – Two Year Plan for Fiscal Years 2012/13 and 13/14
- Capital Outlay – Two Year Plan for Fiscal Years 2013/14 and 2014/15
- Capital Outlay – Two Year Plan for Fiscal Years 2014/15 and 2015/16
PART 3: GENERAL INSTRUCTIONS

3.1 Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

“Attachment”: any item the Solicitation requires a Consultant to submit as part of their Proposal.

“Request for Proposal”: a complete and properly signed proposal to do the Work of designated portion thereof for the sums stipulated therein, submitted in accordance with the RFP Documents.

“The College”: Pima County Community College District, or Pima Community College.

“Agreement”: the combination of the Solicitation, including the Uniform and Special Instruction to Proposers, the Agreement and Uniform Special Terms and Conditions, and the Specifications or Scope of Work; and any Solicitation amendments (Addenda) or Agreement amendments; and any terms applied by law.

“Contract Amendment”: a written document signed by the College that is issued for the purpose of making changes in the Contract.

“Consultant”: any person who has a contract with Pima Community College.

“Days”: calendar days unless otherwise specified.

“Exhibit”: any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

“Gratuity”: a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

“Proposal”: bid, proposal or quotation.

“Proposer”: a potential person or Consultant firm/Vendor who responds to a Solicitation.

“PCC”: Pima Community College including all locations.

“Procurement Officer”: the person duly authorized to enter into and administer contracts and make written determinations with respect to the Contract or his or her designee.

“Solicitation”: an Invitation for Bids (IFB), a Request for Proposal (RFP), or a Request for Proposals (RFP).

“Solicitation Amendment (or Addendum)”: a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

“Subcontract”: any Contract, express or implied, between the Consultant and another party or between a sub-consultant and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

3.2 Uniform Instructions to Proposers

Duty to Examine: It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification in
writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

Pre-Proposal Conference: If a Pre-proposal conference has been scheduled under this Solicitation, the date, time, and location appear within the document. A Proposer should raise any questions it may have about the RFP Solicitation or the procurement at that time. A Proposer may not rely on any verbal responses to questions at the conference. Material issues raised at the Pre-proposal conference that result in changes to the Solicitation shall be answered by the College solely through a written Solicitation Amendment, Addendum, or Question and Answer phase.

Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the College’s designated Purchasing Buyer. Requests shall be made as early as possible to allow time to arrange the accommodation.

Final Date for Questions: Questions regarding this Request for Proposals are to be directed only to the PCC Purchasing Department Buyer identified herein. Questions must be submitted in writing by e-mail. The final date for questions is noted in Part 1 of this proposal.

3.3 Proposal Preparation
Forms - No Facsimile or E-Mail Proposals: A proposal shall be submitted either on forms provided in this Solicitation or their substantial equivalent. Any substitute documents for the forms provided in this Solicitation are to be legible and contain the same information requested on the form. A facsimile or e-mailed proposal submission shall be rejected.

Typed or Inked Corrections: The Proposal must be typed or in ink. The person signing the proposal must initial erasures, interlineations or other modifications in ink. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law. Unreadable proposals are considered non-responsive.

Evidence of Intent to be Bound: The Proposal and Acceptance form with the Solicitation must be submitted with the Proposal and must include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer’s intent to be bound by the Proposal and the terms of the Solicitation and that the information provided is true accurate, and complete. Failure to submit verifiable evidence of the intent to be bound, such as an original signature, shall result in rejection of the Proposal.

Cost of Proposal Preparation: The College will not reimburse any Proposer the cost of responding to a Solicitation.

Provision of Tax Identification Numbers: Proposers are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form.

Disclosure: If the Firm, business, or person submitting the Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor or consultant with any Federal, State, or local Government, or if any such preclusion from participation from and public procurement activity is currently pending, the Proposer must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Proposer shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension of debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

Sealed Envelope or Package: Each proposal shall be submitted to the submittal location identified in this
Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. The firm must submit one (1) original copy of the proposal, clearly marked “Original”. In addition, the firm must submit one (1) digital .PDF copy of the proposal on media suitable for copying and distributing electronically.

Proposal Amendment or Withdrawal: A proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under applicable law.

Public Record: Under applicable law, all proposals submitted and opened are public records and must be retained by Pima Community College. Proposals shall be open to public inspection after Contract award, except for such proposals or parts of proposals deemed to be confidential by the College. If a Proposer believes that information in its proposal should remain confidential, it shall stamp as confidential that information and submit a statement with its Proposal detailing the reasons why that information should not be disclosed and shall be placed in a separate envelope. (Please cite applicable law to support your position requesting non-disclosure.)

Certifications & Warrants: By signing the forms included in this RFP packet, the Proposer certifies and warrants that:
- Non-collusion: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its proposal.
- Non-discrimination: The Proposer does not and shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the Proposer does and shall comply with the American with Disabilities Act (ADA). Suppliers of products or services to Pima Community College shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Bid Security: Bid security is not required with this RFP.

Signature Authority: If the Proposer is a corporation or other legal entity, the proposal must be signed by the legal name of the corporation followed by the name of the State of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract. Failure to sign all forms included in this RFP packet or signing with a false statement shall void the submitted proposal/proposal and/or any resulting contract.

License in Arizona: All Consultants engaged in Pima Community College’s District Wide Master Plan shall be licensed by the Board of Technical Registration in the State of Arizona.

Contract Documents: A Consultant Agreement will be used to execute the contract. If selected as the Consultant firm for the master plan project the Consultant agrees to execute these forms within the RFP. The Proposer understands that any exceptions taken to the form that are not accepted and/or approved by the College may be a basis for rejection of the Proposer’s proposal as non-responsive. The Proposer also understands that the College may make changes in the standard form of agreement document and that therefore the form of agreement document presented to the successful Proposer may be different from the form, in which case the successful Proposer will be given the opportunity to review the changes.

The Request for Proposals, any addenda to the RFP issued by the College, and the proposal of the successful Proposer are included in the contract documents.
3.4 Restriction on Communications
Proposers and members of their teams shall not communicate concerning this RFP with the College’s Project Manager, Selection Committee Members, students, or College employees, except as stipulated within this RFP as it pertains to Interpretation of RFP Documents before Submission (Refer to Section 3.8) and in Interpretations and Addenda (Refer to Section 3.7). Failure to abide by this requirement may result in rejection of the Proposer’s proposal.

3.5 Withdrawal of Proposals
Proposals may be withdrawn either personally or by written request any time before the scheduled opening date and time, but not after.

3.6 Proposers Interested in More Than One Proposal
No Proposer shall be permitted to submit more than one (1) proposal for the same project. A Proposer that submitted a sub-consultant proposal to another Proposer is disqualified from submitting a proposal for the project as a Proposer directly to the College. A sub-consultant shall be allowed to submit a proposal to more than one (1) Proposer.

3.7 Interpretation of RFP Documents before Submission
Informal Questions: If you have information questions about technical information regarding this RFP or if you have informal questions about the purchasing process, please contact the College’s Purchasing Department Buyer as listed in the Notice Inviting Request for Proposals.

Even though the College may answer informal questions orally, the College makes no warranty of any kind as the correctness of any oral answers and uses this process solely to provide minor clarification rapidly. Oral statement or instructions shall not constitute an amendment to this RFP. Proposers shall not rely on any verbal responses from the College. If you have formal questions about any part of this RFP which could result in a material issue or a formal amendment to this RFP, see the Interpretations and Addenda Section within this RFP. An inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

Formal Questions: All formal inquiries or requests for significant or material clarification or interpretation, or notification to the College of errors or omissions relating to this Request for Proposals must submitted on the date and time indicated on page 2 of this proposal.

3.8 Interpretation and Addenda
Should a Proposer find any ambiguity, inconsistency or error in the RFP or should the Proposer be in doubt as to its meaning, he or she shall address this during the question and answer phase of this proposal. Neither the College nor its representatives will be responsible for oral instructions or information. Interpretation or correction of the RFP will be made only in writing. The College is not responsible for any other explanations or interpretations of the RFP.

It is the responsibility of the proposer to acknowledge any and all addendums. The College is not responsible for assuring delivery of addenda to any Proposer. Addenda are always posed on the College’s Purchasing Department website at:
http://pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html
Failure to acknowledge receipt shall not constitute a basis for claim, protest or reissue of the Request for Proposals.

3.9 Proposal Submittal Format and Contents
All responses to the Request for Proposals should follow the format and order described in the “Proposal Contents” section below; this will allow a standard basis for evaluation. Failure to follow the instructions regarding format and order may result in rejection of your proposal.

The Proposer’s submitted proposal shall be no longer than 30 single sided pages or 15 double sided pages.
exceeding the cover letter, table of contents, fee proposal, dividers or blank pages. Required attachments (which are submitted with their proposal) are not included in proposal maximum number of pages.

The proposal must include a response to each of the following items. The information and outline below shows how your proposal should be organized and index tabbed.

- **Proposal Cover**
- **Cover Letter**
- **Table of Contents**

- **Proposal Section 1 – Firm’s Experience in Master Plans for Higher Education, Scale of Projects, and Success in Recent Similar Projects**
  - Explain each of these points in detail.
  - Describe your Firm’s experience in master planning for higher education institutions, and specifically with Community College Districts.
  - Include information regarding budgets and pertinent information for each project. The College will consider this type of experience to be critical in their choice of the Consultant firm or firms.
  - Provide examples with copies of drawings, color copies of photos or other means of your past work which you feel best expresses the firm’s ability as it relates to this Project.
  - Indicate additional optional relevant services/experience

- **Proposal Section 2 – Understanding and Approach**
  - Describe your proposed approach to this master plan project and how data is gathered.
  - Provide examples of previously similar projects where you have utilized this approach.
  - Briefly describe the technological tools which your firm will use to track the project relative to budget, schedule, change control.
  - Briefly describe your firm’s technological tools and management for internal team communications, external communication with the College Steering Committee and workshops and meetings.
  - Describe the opportunities and challenges you perceive in this Project.
  - Recommend best practices and procedures for this project to promote interaction between the College, Community and local governmental agencies and your firm on a “team” or “win-win-win” or “partnering” basis. Give examples of successful experiences.

- **Proposal Section 3 – Qualifications and Availability of Project Team**
  - List the firm’s (and sub-consultant firm’s if applicable) total number of staff.
  - List the full-time employees, their labor classifications and years with the firm who would be used to perform the required project work. Identify individual special competencies that would be valuable in completing this project.
  - The Project Manager shall be within the Proposer’s firm.
  - Provide a graphical organization tree for this project.
  - Provide information on how your project team would apply their combined experience and qualifications to each phase of this project.
  - Describe what makes your firm stand out above your peers and why your firm should be chosen as the most qualified for this project.
  - Describe your process for managing your office work load and integrating new projects.
  - How long do you anticipate between your first notification of a project and when you will be able to start the work?
  - Indicate the proposed workload (as a percentage) of each team member, and availability of team members for this project. Indicate the key team member names and describe their roles such as the Project Manager, Principal etc. Note that your firm will need to notify the PCC Facilities Project Manager of any substantial change in the anticipated workload. Further substituting different team members at any point in the project will require the notification and approval of the PCC Facilities Project Manager.
3.10 Fee Proposal
A completed Fee Proposal Form (Attachment G) shall be submitted with the proposal, but shall be contained in a separately sealed envelope separate from the technical proposal and other required attachments. Fee information shall not be included in any other part of the proposal. The fee must be inclusive of all charges to be billed for the services required and must be submitted on the form attached. The College will only consider a response is one all-inclusive fee and submitted on the form provided. We will accept progress payment invoicing.

The College will retain a minimum of 20% of the total fee until the completion of and the College’s acceptance of the final Master Plan document.

PART 4: SELECTION PROCESS

4.1 Selection Committee
A Selection Committee will evaluate the proposals submitted in response to this RFP. The evaluation will be to determine the qualifications of the Proposer(s) to perform the master planning services as required by the College under this RFP and based upon the conformance of the proposal to the Proposal submittal format as required in Section 3.9 and evaluated with the Proposal and Interview Selection Criteria as required in Section 4.7.

4.2 Interviews
If it is the desire of the Selection Committee to learn more about the Proposers, especially their ability to provide master planning services of exceptional quality to an institutional client we reserve the right to interview finalists.

The interviews will usually last forty-five minutes, but no more than one hour, including thirty minutes for the interview, and fifteen minutes for questions from the Selection Committee. This time limit will be strictly enforced. No more than four representatives of the Proposer’s team plus one computer presentation equipment operator may be present.

The format of the presentation is at the discretion of the Proposer but must address the organization and experience of the team, experience of the individuals assigned to the project, describe comparable projects by the team members and/or the firm, and address any questions that may be asked by the Selection Committee members during the interview.

The order in which the Proposers appear before the Selection Committee will be determined by lot. A projection screen may be available; any additional equipment shall be the responsibility of the Proposer.
4.3 Rejection of Proposals
Pima Community College reserves the right to cancel this Request for Proposals, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of the College. The College will have the right to accept any Proposal not withdrawn before the scheduled opening date. The intent of this RFP is to award the contract to one firm.

4.4 Negotiation of Contract
Pima Community College will then negotiate a contract for master planning services with the highest ranked person or firm. In making this decision, the committee will take into account the evaluation criteria noted in this proposal.

4.5 Execution of Contract Documents
Within ten (10) days of receipt of notice of intent to award, the successful Proposer shall deliver to the College Purchasing Buyer the required insurance policies or certificates in a form satisfactory to the College. Policies or Certificates must reference the College RFP Solicitation Number and the Project Name. Failure to do so may result in the rejection of the successful Proposer’s Proposal and withdrawal of the notice of intent to award. Promptly after the College receives satisfactory insurance policies or certificates the College will deliver to the successful Proposer three copies of the form of Contract Documents to be executed by the successful Proposer. The successful Proposer shall execute and return to the Purchasing Department assigned Buyer three copies of the contract documents within ten (10) days after receipt of the Contract Documents. Failure to return the executed copies of the Contract Documents may result in rejection of the successful Proposer’s Proposal and withdrawal of the notice of intent to award.

4.6 RFP Protests
All claims and controversies shall be subject to the Pima County Community College Policy regarding Formal Protests and Appeals

4.7 Proposal and Interview Selection Criteria
Pima Community College will use the following criteria in evaluating proposal received in response to this RFP. The successful proposal will be the proposal submitted in response to this RFP by the submittal deadline that is the most advantageous to the College. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by the Proposer in its proposal, including without limitation responses to the Proposer's qualifications. Consideration may also be given to additional information helpful to the College.

Completeness of Proposal: Any proposal that does not contain each element described in this RFP, full completed, initialed or executed, as appropriate, may be judged incomplete and may not be considered further. Proposals will be reviewed by a selection committee and will be evaluated based upon format and contents as noted in Section 3.9, and the following criteria which are listed in descending order of importance:

- Firm experience
- Qualifications and availability of Project Team
- Cost
- Understanding and approach
- References
- Completeness of Proposal including the attachments

4.8 Acceptance of Evaluation Methodology
By submitting a Proposal in response to this RFP, the Proposer acknowledges and accepts the evaluation process, the established criteria and associated order of importance, and that determination of the “most qualified” firm(s) will require subjective judgments by the College.
Pima Community College requires a minimum of THREE (3) and up to a maximum of FIVE (5) reference contact persons, who participated with the Proposer on recently completed projects within the last five (5) years. The projects should be similar in type (master plan, preferably in a higher educational setting).

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<thead>
<tr>
<th>1. Company Name:</th>
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<tr>
<td>Address (Town/State):</td>
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<tr>
<td>Phone Number:</td>
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<tr>
<td>Facsimile Number:</td>
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<tr>
<td>Reference Person to Contact:</td>
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<tr>
<td>Reference Person’s E-mail:</td>
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<tr>
<td>Project Name:</td>
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<tr>
<td>Project Manager:</td>
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<td>Project Location:</td>
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<td>Bid # or Project #:</td>
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<tr>
<td>Project Date of Completion (Month/Year):</td>
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<td>Sub-consultant Firm/s (if applicable):</td>
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<td>Brief Project Description:</td>
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<th>2. Company Name:</th>
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<td>Bid # or Project #:</td>
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<td>Project Date of Completion (Month/Year):</td>
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<tr>
<td>Sub-consultant Firm/s (if applicable):</td>
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<tr>
<td>Brief Project Description:</td>
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## ATTACHMENT A

(Continued)

### 3. Company Name:
- **Address (Town/State):**

- **Phone Number:**
- **Facsimile Number:**
- **Reference Person to Contact:**
- **Reference Person’s E-mail:**

- **Project Name:**
- **Project Manager:**
- **Project Location:**
- **Bid # or Project #:**
- **Project Date of Completion (Month/Year):**
- **Sub-consultant Firm/s (if applicable):**

**Brief Project Description:**

### 4. Company Name:
- **Address (Town/State):**

- **Phone Number:**
- **Facsimile Number:**
- **Reference Person to Contact:**
- **Reference Person’s E-mail:**

- **Project Name:**
- **Project Manager:**
- **Project Location:**
- **Bid # or Project #:**
- **Project Date of Completion (Month/Year):**
- **Sub-consultant Firm/s (if applicable):**
5. **Company Name:**

   Address (Town/State):

   Phone Number:
   Facsimile Number:
   Reference Person to Contact:
   Reference Person’s E-mail:

   Project Name:
   Project Manager:
   Project Location:
   Bid # or Project #:
   Project Date of Completion
   (Month/Year):
   Sub-consultant Firm/s (if applicable):
   Brief Project Description:
The Proposer acknowledges all Addenda received or viewed on PCC Purchasing Department’s website prior to RFP submittal. Receipt by the undersigned indicates that the following addenda has been read and hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum Number:</th>
<th>Dated:</th>
<th>Acknowledged by:</th>
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<tbody>
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The Undersigned hereby proposes and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the RFP Solicitation and any written exceptions in the proposal.

<table>
<thead>
<tr>
<th>AZ Transaction (Sales) Privilege Tax License No.:</th>
<th>For clarification of this proposal, contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Employer Identification No.:</td>
<td></td>
</tr>
<tr>
<td>Tax Rate:</td>
<td></td>
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<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td></td>
</tr>
</tbody>
</table>

Name: ____________________________
Title: ____________________________
Phone: ____________________________
Fax: ____________________________
E-mail: ____________________________

______________________________
Signature of Authorized Person for this Proposal
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

___________________
(DATE)

District Finance Office – Purchasing
Pima Community College
4905 E Broadway Blvd.
Tucson, AZ  85709

In accordance with the Federal Acquisition Regulation, 52-209-5:

(a) (1) The offeror certifies, to the best of its knowledge and belief, that –

   (i) The Offeror and/or any of its Principals –

   (A) (check one) Are ( ) or are not ( ) presently debarred, suspended, proposed for
debarment, or declared ineligible for the award of contracts by any Federal agency;
   (The debarred list (List of Parties Excluded from Federal Procurement and
Nonprocurement Programs) is at http://epls.arnet.gov on the Web)
   (B) (check one) Have ( ) or have not ( ), within a three-year period preceding this offer,
been convicted of or had a civil judgment rendered against them for : commission of
fraud or a criminal offense in connection with obtaining, attempting to obtain, or
performing a public (Federal, state, or local) contract or subcontract, violation of
Federal or state antitrust statutes relating to the submission of offers; or commission
of embezzlement, theft, forgery, bribery, falsification or destruction of records,
making false statements, tax evasion; or receiving stolen property; and

   (C) (check one) Are ( ) or are not ( ) presently indicted for, or otherwise criminally or
civilly charged by a governmental entity with, commission of any of the offenses
enumerated in paragraph (a) (1)(i)(B) of this provision.

   (ii) The Offeror (check one) has ( ) or (has not ( ), within a three-year period preceding this
offer, had one or more contracts terminated for default by any Federal agency.

   (2) “Principals”, for the purposes of this certification means officers; directors’ owners’ partners’ and,
persons having primary management or supervisory responsibilities within a business entity e.g.,
general manager; plant manager, head of a subsidiary, division, or business segment, and similar
positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a
False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001,
Title 18, United States Code.

(a) The Offeror shall provide immediate written notice to the Contracting Officer, if, at any time prior to
contract award, the Offeror learns that its certification was erroneous when submitted or has become
erroneous by reason of changed circumstances.

(a) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in
withholding of an award under this solicitation. However, the certification will be considered in connection
with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(b) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

__________________________  _____________________________________
(Firm)                                                                      

__________________________  _____________________________________
(Mailing Address)

__________________________  _______________________
(email address)                                         (Phone) 

__________________________  _______________________
(Signature)                                                   (Fax) 

__________________________  _________________________
(Print Name)                                                   (Federal Taxpayer ID Number) 

__________________________
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO
COLLUSION IN BIDDING
FOR CONTRACT

STATE OF: )

COUNTY OF: ) ss

(Name of Individual)
being first duly sworn upon oath deposes and says:

That he 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 __________ 201__. (Signature)

My commission expires: __________ (Seal)

Notary Public
AGREEMENT BETWEEN PIMA COUNTY COMMUNITY COLLEGE DISTRICT

AND

(insert vendor/consultant name)

This Agreement made and entered into on the _____ day of ____________, 20____, by and between Pima County Community College District hereinafter referred to as "District" or "College" and ______________________ hereafter referred to as the "Consultant."

The District and the Consultant agree as follows:

FIRST: The Consultant agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the District, and

SECONd: The District agrees to pay the consultant a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: CONSULTANT'S SERVICES
The Consultant agrees to provide professional services and consultation to assist the District in _________________________________ as outlined in the scope of services covered in Exhibit A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

ARTICLE 2: FEE STRUCTURE
The fee structure for the work conducted under this Agreement will be in accordance with Exhibit B of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement.

ARTICLE 3: METHOD OF PAYMENT
Payments to the Consultant will be made monthly upon the presentation and approval of the Consultant's invoice. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably require.

ARTICLE 4: INDEMNIFICATION
To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys’ 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 Consultant, its employees, agents or any tier of subcontractors in the performance of the Agreement. Consultant’s duty to defend, hold harmless and indemnify the District, 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 therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Consultant or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Consultant be legally liable.
ARTICLE 5: EMPLOYEE RELATIONSHIP
The Consultant is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Consultant.

ARTICLE 6: CANCELLATION
This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Consultant. In the event of such cancellation, the Consultant shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS
Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Consultant reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 8: PERSONAL SERVICES
It is agreed that the District is relying on the personal services of the Consultant and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Consultant shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 9: CONFLICT OF INTEREST
The Consultant agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Consultant shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT
The initial term of the contract shall be from _____________ 20__ through ____________. Extensions of the contract may be affected by an amendment to this Agreement approved by both parties.

ARTICLE 11: GOVERNING LAW
This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.

ARTICLE 12: SEVERABILITY
This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.
ARTICLE 13: NOTICES
All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

District Representative: ________________________

Consultant Representative: ________________________

ARTICLE 14: ARBITRATION
If the parties are unable to resolve any disputes arising under the Agreement, those disputes shall be resolved through arbitration in accordance with A.R.S. ' 12-1501, et. seq.

ARTICLE 15: NON-DISCRIMINATION
The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING
This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Consultant shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE
Consultant shall furnish insurance as required by Attachment I of the proposal hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 18: ADDITIONAL TERMS AND CONDITIONS
The parties shall comply with the Terms and Conditions attached hereto as Exhibit A, which are incorporated herein by this reference as though fully set forth herein.

ARTICLE 19: CERTIFICATION
By signature below, the consultant certifies that it is not involved in collusion or other anti-competitive practices. The consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Consultant certifies that no employee of the College, or college employee relative, has a substantial interest in any agreement subsequent to this document. Consultant also certifies it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Tucson, Arizona the day and year first above written.

Pima County Community College District:                         Consultant:

By: ________________________                               By: ________________________

Signature: ________________________                          Signature: ________________________

Title: ________________________                               Title: ________________________
Agreement Exhibit A
Scope of Services
(To be prepared from successful firm’s proposal)
Agreement Exhibit B
Fee Proposal
(To be prepared from successful firm’s proposal)
The fee proposal must be provided in a separate sealed envelope.

The college is seeking an all-inclusive fee proposal. No other submittals will be considered. The fee proposal shall include, but not be limited to, the following direct expenses: travel, postage, shipping, delivery services, mileage, reproductions, and printing services.

Lump sum fees shall be itemized by task as noted below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Task 1</td>
<td>Training / Review of Mission Statement and Vision</td>
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<tr>
<td>Task 2</td>
<td>Strategic Plan Review</td>
<td>$______________</td>
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<tr>
<td>Task 3</td>
<td>Functional Analysis and Educational Master Plan</td>
<td>$______________</td>
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<tr>
<td>Task 4</td>
<td>Physical Analysis</td>
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<td>Task 5</td>
<td>Solution Development and Evaluation</td>
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<td>Task 6</td>
<td>Feasibility Study</td>
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<td>Task 7</td>
<td>Master Plan Document</td>
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<td>Total</td>
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<td>$______________</td>
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</tbody>
</table>
ATTACHMENT H
Terms and Conditions

1. **Legal Remedies** – All claims and controversies shall be subject to the Pima County Community College Policy regarding Formal Protests and Appeals.

2. **Agreement** – The Agreement shall contain the entire agreement between the College and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.

3. **Agreement Amendments** – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the College and the Consultant.

4. **Provisions Required by Law** – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

5. **Severability** – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

6. **Records** – Pursuant to provisions of title 35, chapter 1, article 6 A.R.S. §35-215 the Consultant shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General or the College Purchasing Office.

7. **Advertising** – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the College.

8. **Preparation of Specifications by Persons Other than College Personnel** – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the College’s needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

9. **Americans With Disabilities Act** – The Consultant shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.

10. **Conflict of Interest** – The College may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the agreement for or on behalf of the College becomes an employee of or a consultant in any capacity to any other party to the agreement with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect or as otherwise provided by A.R.S. § 38-511.

11. **Drug Free Workplace** – The Consultant agrees that in the performance of the Agreement, neither the Consultant nor any employee of the Consultant shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Consultant Drug Free Workplace Policy. The Consultant further agrees to insert a provision similar to this statement in all subcontracts for services required.

12. **Equal Opportunity** – The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. -0-1.4.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the
Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

13. **Federal, State and Local Taxes, Licenses and Permits** – Consultant is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Consultant must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Consultant shall be prepared to provide evidence of such licensing as may be requested by the College. Consultant shall, at no expense to the College, procure and keep in force during the entire period of the Agreement all such permits and licenses.

14. **Gratuities** – The College may, by written notice to the Consultant, cancel the agreement if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Consultant or any agent or representative of the contractor, to any officer or employee of the College with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.

15. **Liens** – Each Consultant shall keep the College free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Consultant.

16. **Sales and Use Tax** – The College is not exempt from state sales and use tax.

17. **Sexual Harassment** – Federal law and the policies of the College prohibit sexual harassment of College employees or students. Sexual harassment includes any unwelcome sexual advance toward a College employee or student, any request to a sexual favor from a College employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working or educational environment for College employees or students. Consultant, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of College employees and students. The employer of any person whom the College, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from College premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

18. **Smoking** – To comply with the Smoke Free Arizona Act and to promote public health on College property, the College limits smoking, e-cigarette, and tobacco product use on its property to designated outside areas only, in conformity with the requirements of A.R.S. §36-601.01 and related County Code provisions and City ordinances. The Consultant is required to comply with this smoke free policy.

19. **Confidentiality** – The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive Employee or Student information directly from the College, other than public information available in any College directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Contractor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Contractor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All Employee and Student identities and personal information shall remain confidential. Disclosure by Contractor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

20. **Assignment-Delegation** – No right or interest in the Agreement shall be assigned or delegated by Consultant without the prior written permission of the College. Any attempted assignment or delegation by Consultant shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Force Majeure** – Neither party shall be liable in damages of have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

22. **Intellectual Property Rights** – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the College. Documents provided in connection with the Agreement belong to the College and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Consultant’s performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the College will own the copyright.

23. **Laws and Regulations** – Consultants are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the College, its officers and agents against any claims of liability arising from or based on any violation thereof.

24. **Payment Terms** – Payments by the College shall be subject to the provision of Title 35 of Arizona Revised Statutes, relating to time and manner of submission of claims. The College’s obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

25. **Price Adjustment** – Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Consultant. The College will not approve unsupported price increases that will merely increase the gross profitability of Consultant at the expense of the College. Price change requests shall be a factor in the Agreement extension review process. The College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the College.

26. **Prior Course of Dealings** – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.

27. **Right to Offset** – The College shall be entitled to offset against any sums due the Consultant, any expenses or costs incurred by the College, or damages assessed by the College concerning the Consultant’s non-conforming performance or failure to perform the Agreement, or any other debt owing the College.

28. **Insolvency** – The College shall have the right to terminate the Agreement at any time in the event Consultant files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Consultant and not discharged within thirty (30) days; or if Consultant becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Consultant or its business.

29. **Lack of Funding** – The Agreement may be canceled without further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Consultant shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the College in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the College to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.
30. **Stop Work Order** – The College may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Consultant shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

31. **Suspension or Debarment** – The College may by written notice to the Consultant immediately terminate the Agreement if the College determines that the Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

32. **Continuation of Performance Through Termination** – The Consultant shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

33. **Federal Immigration Laws and Regulations** – Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(a) and that it requires the same compliance of all subcontractors under the agreement. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of the agreement subject to penalties up to and including termination of the agreement. The College retains the legal right to audit the records of the Consultant and inspect the papers of any employee who works for the Consultant to ensure compliance with this warranty and the Consultant shall assist in any such audit. The Consultant shall include the requirements of this paragraph in each contract with subcontractors under the agreement.

   If the Consultant or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), The Consultant or subcontractor shall be deemed to be in compliance with this provision. The College may request proof of such compliance at any time during the term of the Agreement by the Consultant and any subcontractor.

34. **Extended Contract**

   The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Proposer to any subsequent agreement/contract.
1. **Insurance Requirements**

   The Consultant, at Consultant’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.

   All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of the agreement.

   The Consultant’s insurance shall be primary insurance, and any insurance or self-insurance maintained by the College shall not contribute to it.

   Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the College.

   All policies, except Workers’ Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the College, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant’s work or service.

   The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the College under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

   The College reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The College shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the College’s right to insist on, strict fulfillment of Consultant’s obligations under the agreement.

   The insurance policies, except Workers’ Compensation, required by the agreement shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

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**REQUIRED COVERAGE**

**General Liability**

Consultant shall maintain Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence with a $2,000,000 Products and Completed Operations Aggregate and $2,000,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the
Insurance Service Office, Inc’s, Additional Insured, Form B CG20101185, and shall include coverage for Consultant’s operations and products and completed operations.

CERTIFICATES OF INSURANCE

Prior to commencing Services under the agreement, Consultant shall furnish the College with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Consultant’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Consultant’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the College.

Automobile Liability

Consultant shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Consultant’s owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant’s work. Coverage will be at least as broad as coverage code 1, “any auto”, (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

Professional Liability

Professional liability insurance with minimum limits of $1,000,000 per occurrence and requiring notice to the College at least thirty (30) days prior to cancellation or restriction of coverage. Coverage shall be afforded on a form acceptable to the College. Consultant shall maintain such professional liability insurance until at least three (3) years after completion of all services required under this agreement.

Workers’ Compensation

This Consultant shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant’s employees engaged in the performance of the work; and, Employer’s Liability insurance of not less than $2,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers’ Compensation and Employer’s Liability to at least the same extent as required of the Consultant.