



ACKNOWLEDGMENT OF RECEIPT

Description: Architectural Design Services for the
New Integrated Education Building at
GateWay Community College
Project #090051

Proposal #: 2930-7

Addendum #: _____

of Pages to follow: 25

Please provide the requested information below as acknowledgment that you have received our Request For Proposal noted above. It is **strongly recommended** that interested proposers complete this acknowledgment and return via Fax to MCCCCD Purchasing at (480) 731-8190 or by mail. Only by doing this, will we be able to provide notification of any addenda to this Proposal. **Only firms returning completed acknowledgments will receive addenda to this Proposal.** Proposals from firms **not** acknowledging the addenda shall be considered incomplete and subject to disqualification.

Name of Firm: _____

Address: _____

Tel #: (____) _____ Fax #: (____) _____

Name:(Print) _____ Title: _____

Signature: _____ Date: _____

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #2930-7

NEW INTEGRATED EDUCATION BUILDING
PROJECT #090051

ARCHITECTURAL DESIGN SERVICES

GATEWAY COMMUNITY COLLEGE

DUE DATE: AUGUST 12, 2009
3:00 P.M. (MST)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP #2930-7

**ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE
NEW INTEGRATED EDUCATION BUILDING**

A. SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	July 10, 2009
Pre-Proposal Meeting	July 21, 2009
Proposals Due	August 12, 2009
Proposed Award Notification	October 28, 2009

B. TABLE OF CONTENTS

1.	COVER PAGE	Page 1
2.	INDEX PAGE	Page 2
3.	GENERAL	Pages 3-7
4.	PROPOSAL INSTRUCTIONS	Pages 7-11
5.	GENERAL TERMS AND CONDITIONS	Pages 11-17
6.	PROPOSAL REQUIREMENTS	Pages 17-19
7.	EVALUATION CRITERIA	Pages 19-23

ATTACHMENT

A.	NON-COLLUSION AFFIDAVIT FORM	Page 24
B.	SIGNATURE PAGE	Page 25

1. GENERAL INFORMATION

The Maricopa Community College District, on behalf of GateWay Community College, wishes to construct the New Integrated Education Building of approximately 85,770 square feet. The new building should be energy efficient as is practical and possible. Further, the addition of this new building should complement and blend with the existing buildings on the GateWay Campus. The District intends to construct this project using a construction manager at risk delivery system. The CM@R will be selected shortly after the consultant selection.

The District intends to construct this project using a construction manager at risk delivery system. The CM@R will be selected shortly after consultant selection.

The Maricopa Community College District encourages proposals by, and eventual inclusion of sub-consultants who are, minority business enterprise and women-owned firms.

The District strongly supports the concepts of teamwork and *Partnering*. Your voluntary participation in this effort will promote teamwork, minimize confrontation and hopefully eliminate the need for litigation or claims, with all stakeholders finishing the jobs a winner. We will ask for the support and commitment of all top management and team members.

The Maricopa County Community College District (MCCCD) consists of ten campuses, two skills training centers, and multiple satellite education centers throughout the County. MCCCD educates and trains more than 280,000 persons year around, which equates to about 57,000 full time student equivalent (FTSE). Maricopa owned facilities exceed 4,200,000 square feet. MCCCD is ranked as one of the largest multi-location community college system in the nation, and is the largest provider of post secondary education in Arizona. Our student, faculty and staffs are diverse and reflect the communities within Maricopa County, an area the size of Connecticut, and contains a population of 2.8 million residents.

MCCCD DISTRICT MAKE-UP

The Maricopa County Community College District (MCCCD) was established in 1962 with one college, Phoenix (Junior) College, founded in 1920. Today, MCCCD consists of ten nationally accredited colleges, two skill centers, multiple satellite education centers, and a district office. This make-up consists of:

1. Phoenix College, Phoenix, Arizona
2. Glendale Community College, Glendale, Arizona
3. GateWay Community College, Phoenix, Arizona
4. Mesa Community College, Mesa, Arizona
5. Scottsdale Community College, Scottsdale, Arizona
6. Rio Salado Community College, Tempe, Arizona
7. South Mountain Community College, Phoenix, Arizona
8. Chandler/Gilbert Community College, Chandler, Arizona
9. Paradise Valley Community College, Phoenix, Arizona
10. Estrella Mountain Community College, Avondale, Arizona

11. Maricopa Skill Center, Phoenix, Arizona
12. Maricopa Skill Center, SouthWest Campus, Avondale, Arizona
13. District Office, Tempe, Arizona

Other Components of MCCCCD include KJZZ-FM and KBAQ Radio Stations, MCTV Television Station, and Sun Sounds Radio Reading service.

PROJECT INFORMATION

Preliminary Design Information

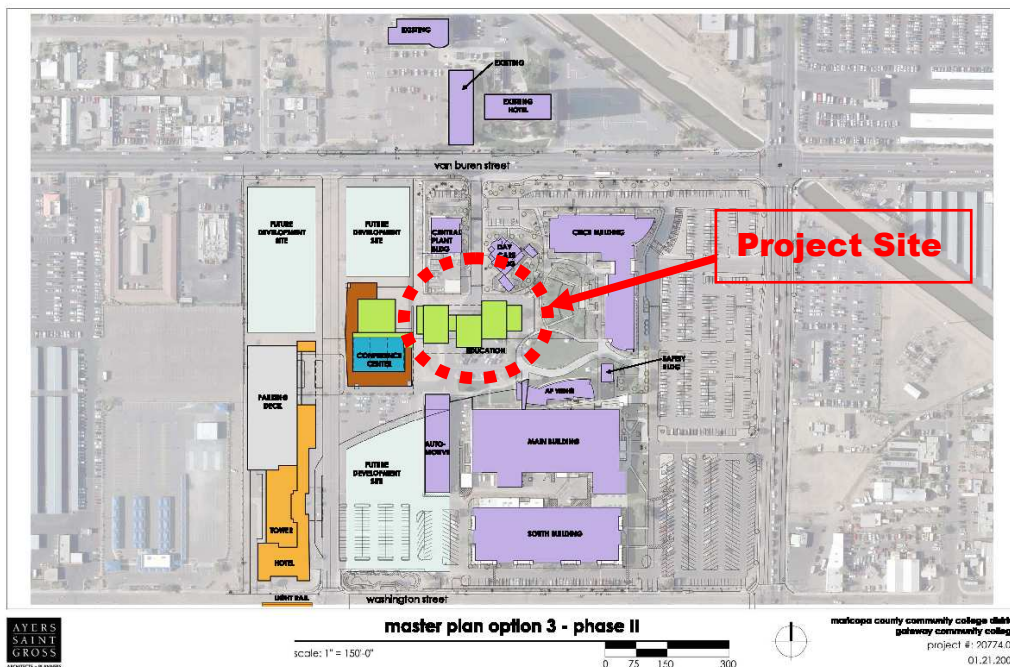
The purpose of this project is to build a new structure that will house additional classrooms, life and physical science labs with associated support space, a new library with space for general computer use, and a new student services area for core, one-stop services including admissions and records, financial aid, advising, and cashiering. The project is envisioned as a multi-story building situated in the center of campus, location as noted in the Master Plan below. Reference the Education Specifications for program information. The College has decided to pursue LEED Silver Certification for this Building. Construction of new parking to replace displaced parking will need to proceed the building construction.

A full copy of the Education Specification for this project is posted on the Maricopa Community College Purchasing website where the RFQ is listed,

<http://www.maricopa.edu/purchasing/>

Copies of the college's master plan are available for review in the Facilities Planning office. Contact the project manager listed in this RFP to arrange a visit to review this document.

Integrated Education Building Location



At the District's option, the scope for this project may be increased as follows. These increases will be considered to be contemplated within the intent of the original RFP. If work or scope is adjusted per this paragraph, the total project budget and schedule will be revised as necessary and the Consultant's fee will be equitably adjusted.

1. Up to thirty percent of the construction budget or building NASF size, whichever is greater, for additional work at the same or immediately adjacent site location as this proposed project, with uses similar to those proposed for this RFP.
2. Up to fifteen percent of the construction budget for site development or utility infrastructure, prompted by this project, whether solely serving this project or not, and which also may serve existing or future buildings.

College President Dr. Giovannini's Goals and Vision for this Project

Dr. Giovannini's goal is to expand GateWay's presence in the community as a premier educational and training facility utilizing the most advanced technology the budget will allow.

Budget

The construction budget for the Integrated Education Building (IEB) is approximately \$34,100,000 including site development and utilities extensions, but not including consultant or design phase CMAR fees or FF&E, etc. Moveable lab tables, fume hoods and white boards **ARE intended to be included** within the indicated GMP and construction budget, to be provided and installed by the contractor, CMAR, etc. The District's and college's expectation is that within the

current construction pricing climate the entire program scope should be reached at or below the stated budget.

Project Schedule and Timetable

Select A/E Consultant/Execute Agreement	October 2009
Select CMAR/Execute Agreement	November 2009
Program Verification	Nov./Dec. 2009
Design & Construction Documents	Jan./Dec. 2010
*GMP Pricing (Complete Documents)	January 2011
Governing Board approval of GMP and Notice To Proceed	February 2011
New Construction	Mar. 2011/June 2012
Probable Occupancy	July 2012

Open for Fall Semester 2012

Warranty Period: Two years from Substantial Completion of each phase

**The District expects that some early partial GMP's may be provided to allow early ordering of materials and equipment to speed the construction process if practical and required, this will include new parking.*

Services to be Provided

Per the attached description for this Project.

1. The consultant will confirm existing field conditions and verify program.
2. Upon review of the scope and budget for the work, the consultant will commence with the Design Phase. A estimated budget should be included.
3. Upon approval of the design, the consultant will proceed with design development and construction documents of sufficient detail and quality to allow GMP Pricing from a Construction Manager at Risk (CMAR). Budget revisions, as necessary, shall be included.
4. The consultant will assist the District and CMAR during the bid/pricing period by issuing any necessary addenda, reviewing prior approval requests, etc.
5. During the Construction Phase, the consultant will provide the CMAR assistance as necessary in interpreting the construction documents, issuing supplemental instructions, proposal requests, change orders, reviewing shop drawings, etc., construction observation, and providing punch lists and close-out assistance.

Provided by the District:

1. The Community College District and College will provide the existing site and floor plans either on bond paper or on a computer disk formatted for AutoCAD. The District also will provide printed copies from microfiche cards, or the original construction drawings for the buildings on campus as may be required. The College will assist the consultant in tracing, verifying loads, utilities, etc.
2. The District will provide the "boilerplate" for the specification and Division 1 specification sections to be jointly edited with the consultant.
3. The CMAR will provide all printing and distribution of bid documents from reproducible originals provided by the Consultant.
4. The A/E consultant will provide architectural services, materials selections and bid documents as necessary for architecturally related items.
5. The District will provide Design Guidelines to be followed and incorporated into the project by the Consultant team.
6. The District will provide all geotechnical engineering and materials testing, hazardous materials testing and abatement, plan review and system commissioning through direct contracts to the District.

2. PROPOSAL INSTRUCTIONS

** NEW FEATURE: Now, It's your turn...**

Ask the Owner a Question About the Project!

Occasionally, teams responding to the District's RFPs have questions that they would like to ask Facilities Planning staff but might be uncomfortable asking, or don't get a chance to ask in a setting such as a Pre-Proposal Meeting. Other times, aspects of an RFP may need clarification and answering your question prior to submittal might enable you to prepare a more comprehensive or responsive proposal.

If you have a question, please e-mail it to the Project Manager listed in the RFQ at least 48 hours prior to the Pre-Proposal meeting. We will review the questions and will provide a response to a few of the more frequently asked questions at the Pre-Proposal Meeting. In addition, the responses will be posted on the Purchasing website along with any supplemental information generated at the Pre-Proposal Meeting.

Please make your inquiry project-specific, not process-specific, and limit the questions to those that would benefit and/or clarify an important particular issue for you.

We will try to respond to questions which have the greatest interest and will avoid individual/personal responses to questions such as "is our firm is a good match or fit for this project?", "who is on the selection committee" or other general information that already is contained in the Request for Proposals.

General Questions or Project Location Visits:

Many questions about the process used to select consultants and contractors, along with Maricopa's approach, can be found at the Facilities Planning and Development website under For Contractors or Consultants, ***How to Work for Maricopa***, our answers to frequently asked questions. You can find this document at

All proposing firms are encouraged to be familiar with the Facilities Planning & Development website:

www.maricopa.edu/facilitiesplanning

This website contains information critical to working with the District and to the successful design and operation of District facilities including:

General Design Guidelines

Classroom Design Guidelines

Owner-Consultant Agreement

A-201 General Conditions of Construction

Operations & Maintenance Guidelines

FM Global Fire Sprinkler Guidelines and Standards for District Facilities

<http://www.dist.maricopa.edu/facilitiesplanning/docs/how2work4mcccd.pdf>

All questions about this Request for Proposal (RFP) must be submitted in writing and delivered to MCCD's assigned representative a minimum of five (5) working days before the required due date. Answers to the questions will be provided by written addenda to all holders of the RFP in accordance with the RFP schedule of events.

For questions regarding the scope of services or technical requirement of the RFP:

Joseph H. Bartlett, AIA, Project Manager
Facilities Planning and Development, 480-731-8983
joe.bartlett@domail.maricopa.edu

For questions regarding Procurement issues:

Len Wonsey, CPPB, Buyer II
Purchasing, (480) 731-8550
email to: len.wonsey@domail.maricopa.edu

For tours of the existing site may be arranged through:

Charles Poure, Director, Building and Grounds,
GateWay Community College, 602) 286 - 8241

Tours of the existing facility may be taken at the consultant's convenience during normal business hours. Please check in with the Director's office lobby, noted above, before touring the building to verify times and dates.

Proposing firms shall not make any direct contact with college or district staff except for the District project manager, college contact (to schedule visits only) listed above or Purchasing Department once this RFP is issued, until the time that final selection is made. Any deviation from this policy or attempt to directly contact or influence any Maricopa Community Colleges employees or his/her representatives, from the issue of this RFP until final award, may result in disqualification of the Respondent. This includes any casual contact not directly related on-going work, in which case all conversation and contact should be strictly limited to the current work issued alone. Any oral communications with MCCC's assigned representative will be considered unofficial and non-binding on MCCC.

Pre-Proposal Meeting

A pre-proposal meeting will be held for all interested consultants at 10 a.m., on July 21, 2009, in Room CH1106 Auditorium of the Health Building, at GateWay Community College, 108 N. 40th Street, Phoenix, Arizona 85034. This is **NOT** a mandatory meeting. The sign-in sheets will be posted on the Purchasing website following the meeting.

Proposal Submission

It shall be the responsibility of the Proposer to assure that Proposals are received as follows: The Proposal packet must contain **One (1) Original and Six (6) copies** of the proposal. The original must be clearly marked "Original" and the Proposal must be delivered Sealed.

The Proposals must be received at the Main Reception Desk of MCCC, 2411 West 14th Street, Tempe, Arizona, 85281, no later than 3:00 P.M. (MST), Wednesday, August 12, 2009. Proposals received after this time and date shall not be considered and will be returned unopened

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

**RFP #: 2930-7
Proposals for Architectural/Design Services
New Integrated Education Building at GWCC
Due: Wednesday, August 12, 2009 3:00 P.M.**

Proposal Evaluation

This request for proposals does not constitute a commitment by the District to award a contract. The District reserves the right to waive any formalities and to reject any or all proposals and/or to cancel the request for proposals. The selection of the top consultants shall be based on merit and qualifications. The award shall be made on the proposal that serves the best interest of the District and may not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

Proprietary Information

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

Length Of Proposal

All proposals must be submitted in writing. Oral, telephone, facsimile (fax Machine) or computer data transfer proposals **will not** be accepted. Each proposal shall be prepared simply, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the services. Emphasis should be on completeness and clarity of contents. Voluminous proposals are specifically NOT encouraged. **Proposals should be limited to Thirty (30) pages total.**

Modifications To Proposals

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

Withdrawal Of Proposals

Any Proposer may withdraw their proposal by written request at any time prior to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline and shall be binding upon Proposer for a period of sixty (60) days after due date.

Cost Of Preparing Proposals

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

Oral Presentations

Proposers may be required to make oral presentations at the request of MCCCCD. MCCCCD will coordinate the time and location for any presentations as requested. Other than telephonic communications designed to clarify information requested in this RFP, Proposers are respectfully requested not to communicate with the Department of Facilities Planning and Development or campus representatives who may be involved with the evaluation and award process.

Award Without Discussion

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

Contract Commencement

It is the intent of the District to commence the resulting contract within sixty (60) days of receipt of proposals.

Contract Assignment

This contract, in part or in whole, shall not be subcontracted or assigned to another consultant without prior written permission of the appropriate District authority.

MCCCD Modifications To Proposals

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCD. Addenda will be mailed or faxed to all who are known to have received a copy of the RFP.

Proposer Modification Or Withdrawal Of A Proposal

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice of MCCCD. Such notice must be received by MCCCD prior to the time designated for receipt of Proposals by MCCCD at the address provided herein. Such notice will be in writing over the signature of the Proposer or by telegram; if by telegram, written confirmation over the signature of Proposer must have been mailed and postmarked on or before the date and time set for receipt of Proposals. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of this RFP.

Affidavit Of Non-Collusion

The Affidavit of Non-Collusion, Attachment "A", must be signed by an authorized representative of the proposing company.

3. GENERAL TERMS AND CONDITIONS

The following General Conditions constitute the provisions of the agreement to be executed between MCCCD and successful Proposer(s). MCCCD reserves the right to negotiate with the successful Proposer(s) and modify any of the provisions of the agreement prior to execution.

Parties to Agreement

The contract shall be between Maricopa County Community College District, hereafter referred to as MCCCD, and the successful Proposer(s), hereafter referred to as Consultant. The District uses its own form Owner-Consultant agreement form. A copy of the Owner-Consultant Short Form Agreement is available for review at the District Office of Facilities Planning and Development.

Contract Term

The contract shall be effective on the date indicated in the letter of award, and shall run for (90) days past the date of substantial completion. Representation on any particular matter shall continue under terms of the original representation to its conclusion.

Liability for Taxes

The Consultant assumes complete liability for all taxes applicable to the operations, income, and transactions of the Consultant. MCCCCD shall not be liable and will not make reimbursement to the Consultant for any tax imposed either directly or indirectly upon the Consultant by any authority by reason of the contract or otherwise.

Catastrophe.

If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the District shall be interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of this contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.

Insurance Requirements

Without limiting any of their obligations or liabilities, the Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms satisfactory to the District. Each insurer shall have a current A.M. Best rating of not less than A-VIII. Use of alternative insurers requires prior approval from District.

Additional Insured

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

Coverage Term

All insurance required herein shall be maintained in full force and effect until all work or service requires to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of District.

Primary Coverage

The Consultant's insurance shall be primary insurance as respects District and any insurance or self-insurance shall not affect coverage afforded under the policy to protect District.

Claim Reporting

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

Waiver

The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against District, its agents, representatives, directors, officers, employees, officers and volunteers for any claims arising out of the work or services of the Consultant.

Deductible/Retention

The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and District, 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 insurance policies that contain deductibles or self-insured retentions in excess of \$100,000 per occurrence shall not be acceptable without prior approval.

Certificates of Insurance

Prior to commencing work or services under this Contract, Consultant shall furnish District with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to: MCCCDC, Purchasing Department, 2411 W. 14th Street, Tempe, AZ 85281.

Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract upon which the District may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the District shall be repaid by the Consultant to the District upon demand, or the District may offset the cost of premiums against any monies due to Consultant in excess of those required shall not be charged to the District without prior approval of the District.

Copies of Policies

District reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. District shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed waiver of, District's right to insist on strict fulfillment of Consultant's obligations under this Contract.

Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$1,000,000 per accident for bodily injury or disease. 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 provided by the Consultant.

Automobile Liability

The Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000¹, each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work or services. Coverages will be at least as broad as coverage code 1 "any auto" (Insurance Service Office policy form CA 00011293 or any replacements thereof).

Commercial General Liability

Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, property damage, personal injury, products and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG00011093 or any replacements thereof. The general aggregate limit shall apply separately to the work or service under this Contract or the general aggregate shall be not less than twice the required per occurrence limit.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance. Such policy shall contain a "severability of interests" provision (a.k.a. "cross liability" and "separation of insured"); and shall not contain a sunset provision of commutation clause, nor any provision which would serve to eliminate third party action over claims.

Professional Liability

Consultant retained by the District to provide the professional services required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Consultant or any person employed by him, with a limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% of the construction budget, project cost, or contract amount, whichever is larger.

In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

Indemnification

For professional liability:

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 claims, damages, losses and expenses (including but limited to attorney fees, court expenses, and the cost of appellate proceedings), relating to, arising out of or resulting from the Consultant's negligent acts, errors, mistakes or omissions relating to professional work or services

¹ Limits of liability displayed are generally accepted minimums representative of the Arizona marketplace. Actual limits requested should reflect such factors as the scope of work, the amount of potential damages or loss, etc.

in the performance of this contract. 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 or omissions related to professional work or services in the performance of this contract including any person for whose acts, errors, mistakes or omissions are the Consultant may be legally liable.

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

Indemnification

For workers' compensation and employers liability, automobile liability, general liability, D&O, pollution, aircraft, etc.:

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 claims, damages, losses and expenses (including but limited to attorney fees, court expenses, and the cost of appellate proceedings), relating to, arising out of or resulting from the Consultant's work or services. Consultant's duty to defend, indemnify and hold harmless 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, injury to, impairment or destruction or property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the District.

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

Provision of Supplies, Materials and Labor

The Consultant shall furnish all supplies, equipment, transportation, and all management and labor necessary for the efficient and sound provision of the representational services included in this contract, subsequent extensions and amendments.

Conflict of Interest. Pursuant to A.R.S. 38-511, the Contract and/or any Purchase Order(s) issued against it is subject to cancellation by MCCCCD if any personnel significantly involved in this contract are found to be in conflict of interest.

Safekeeping of Records. Contractor shall keep in a safe place all financial records and statements pertaining to the operations of this contract for a period of three (3) years from the close of each years operation.

Audits. Contractor shall make available all records pertaining to the contract for purposes of audit by MCCCCD staff or other review agencies.

Charges Outside Scope of Agreement. Charges of the contractor for services not permitted by or beyond the scope of this contract shall be an expense of the contractor and not of or reimbursable by MCCCCD.

Non Discrimination

In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual harassment and pregnancy), sexual orientation, handicap/disability, age and disabled or Vietnam era veteran status. This provision shall include, but not be limited to, the following: 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. The Consultant further agrees to take affirmative action to insure equal employment opportunities as required by law. The Consultant shall at all times maintain compliance with the Americans with Disabilities Act.

Compliance with Laws

The Consultant shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments thereto) and shall indemnify and hold harmless MCCCCD from any and all costs or expenses whatsoever arising out of Consultant's compliance or noncompliance therewith.

Non-Collusion

MCCCCD encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy MCCCCD's needs and the accomplishment of a sound economical operation.

The Proposer's signature on Non-Collusion Affidavit guarantees that the proposal offered has been established without collusion with other eligible Proposers and without effort to preclude MCCCCD from obtaining the most advantageous proposal. The award(s) will be made to the responsible Proposer(s) whose proposal is/are determined to be most advantageous to MCCCCD based on the evaluation factors in this RFP. The Non-Collusion Affidavit "Attachment A" attached to this RFP must be executed by an authorized signatory and attached to any proposal submitted.

Termination by the District

MCCCCD may terminate this contract for neglect as determined by MCCCCD which shall consider such items as: insufficient insurance coverage, failure to provide required period statements or quality of service is unsatisfactory to MCCCCD. This may include any cessation or diminution of service, including but not limited to failure to maintain adequate personnel, whether arising from employment disputes, or otherwise any substantial change in ownership or proprietorship of the Consultant that within the opinion of MCCCCD is not in its best interest. MCCCCD shall provide ten (10) calendar days written notice of contract neglect, and unless within ten (10) calendar days such neglect has ceased, and arrangements made to correct, MCCCCD may terminate the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel this contract. MCCCCD also may terminate this agreement at will by giving sixty (60) days notice in writing.

Termination by Consultant

Should MCCCCD breach any terms or provisions of this contract, the Consultant shall serve written notice on MCCCCD, setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements made for corrections, the Consultant may terminate the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel this contract.

FERPA. If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this contract. At all times during this contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects.

Sudan and Iran

Pursuant to Arizona Revised Statutes §35-391.06(A) and §35-393.06(B), Contractor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in Arizona Revised Statutes §35-391(15) and §35-393(12) respectively..

4. PROPOSAL REQUIREMENTS

This section of the RFP lists the items, which require specific, written responses or confirmations. To be considered for selection, respondents shall meet the following requirements.

Documents used for Consultant Agreement

The District uses its own form Owner-Consultant agreement form. A draft of this agreement, which has not been edited specifically for this work, can be seen at:

http://www.maricopa.edu/facilitiesplanning/docs/owner_cons_agreement.pdf

Acceptance of Contract Terms and Conditions

A copy of the current form of the Owner-Consultant Agreement, along with copies of the construction contract and General Conditions of Construction (for reference) are available in the Facilities Planning and Development's website as noted above. These forms are subject to minor changes by the District before they are presented to the successful Proposer. The successful Proposer will be required to execute the then current form of Agreement prepared by the District.

If a Proposer objects to any terms or conditions in the Agreement, Proposer must include a list of terms and conditions to which the Proposer is opposed in its proposal. Failure to do so will be waiver of any right to object to any terms or conditions.

Proposals that request changes to terms or conditions that are unacceptable to the District may be deemed non-responsive and rejected by the District without discussion. Discussion or listing of objections to the contract will NOT count against the page limit for the RFP.

Legal Worker Requirements:

Proposing firms are reminded that as mandated by Arizona Revised Statutes § 41-4401, Maricopa is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with the requirements to verify the employment eligibility of their employees through the Federal E-verify system. Note that this also applies to all subcontractors and sub-consultants that you may use for this work. See Maricopa agreements for this proposed work for additional detail.

Minority Hiring Goals Required by the Contract

The Maricopa Community College District encourages proposals by, or inclusion of sub consultants who are, minority business enterprise and women-owned firms.

Selection Process and Negotiation of Contract

The successful Proposer will be selected at the end of the RFP process. This is a qualifications based selection process. The initial written Proposal response should display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of the RFP. Proposing firms will be ranked by the Selection Committee upon their qualifications and other criteria shown below. A short list will be created of the top ranked firms, who then will be interviewed. The District reserves the right to make an award without an interview. If an award is made without interviews, that selection will be made based upon the criteria listed to create the initial "short list"/RFQ evaluation.

The best qualified team, taking both the written materials and interviews into account, will be recommended to the College president for selection and contract negotiation. After evaluation and interviews by the Selection Committee, the District then will attempt to negotiate a contract for the design contract with the highest ranked firm, at a compensation that the District determines to be fair and reasonable for the services. In making this decision and determining the fees, the District will take into account the scope, complexity, and nature of the services required by the project. If the District is unable to negotiate a satisfactory contract with the firm considered to be most qualified, at a compensation that the District considers to be fair and reasonable, negotiations with that firm will be terminated. The District then will undertake negotiations with the next most qualified firm in sequence until an agreement is reached or a decision is made to reject all proposals.

Following final selection and contract award by the District's Governing Board, debriefings on firm proposals and interviews will be available to both the selected and not selected firms. We encourage all firms to take advantage of this opportunity. Contact the responsible Facilities Planning Project Manager to arrange for this review.

Proposal Length

Proposals should be no more than **30 pages**, all inclusive. Selection will be made on merit/qualifications. The fee will be negotiated with the Proposer selected as "most qualified" for this project.

We will count each page that has text, graphics or photographs, including resumes and the cover letter. If material is on both sides of the page that will count as two pages. We will NOT count the following as pages: front and back cover of the submittal, dividing tabs, table of contents if one is provided, or other required Attachments including the non-collusion affidavit and signature/MBE-WBE page

5. **EVALUATION CRITERIA**

Selection Criteria and Submittals

In screening the responses to this Request for Proposal and in selecting a consultant, the following will be considered:

Acknowledge all addenda issued, submit the non-collusion affidavit and signature page with your RFQ. There are no points assigned to this, but those who forget these items risk having their response evaluated as not-compliant, which is a huge waste of your time and effort.

A. Experience in similar type projects

(up to 5 points times a weighting factor of 6)

a) For each similar and comparable project identified, provide the following. Please provide specific project references where you have successfully designed an environment melding together various and diverse departments as one cohesive unit in a multi story building. (These departments need not match our program's.) Indicate if project is LEED Certified or designed to these standards:

- 1) Description of project (show multiple uses or types, size, location, LEED certification).
- 2) Project's final construction cost and whether the project is/was hard bid, CMAR, Design-Build or other delivery method.
- 3) If the project used a GMP and no change orders except a final Contractor Contingency adjustment was made, describe how owner changes and consultant errors/omission changes were handled.
- 4) Show the construction dates, including scheduled completion and actual completion dates.
- 5) Project owner and contractor's contact, including name and current phone number. **PLEASE confirm this information.**
- 6) **List the project's key office staff and field personnel who worked on the project.** Note by color, asterisk, etc. which of these staff are being proposed for our project.

b) Projects used as examples of similar work shall be clearly noted if individuals while employed by other firms did the work. The only projects that you may claim without attribution are those projects actually produced by your firm.

c) You also need to note projects that were done by other branches of your firm or by personnel who are no longer with your firm or NOT available to work on this project. We prefer to see examples of work done by the people proposed for this project

Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity

B. Qualifications of the firm's proposed personnel and proposed consultants.
(up to 5 points times a weighting factor of 10)

a) Provide a CLEAR organizational chart showing the proposed lead firm, all sub- or specialty consultants, and the lead personnel by name and title for each firm. Clearly delineate the roles of individuals with the same title.

b) Include the names and a brief background on prime personnel proposed for the project from each firm in the project team.

c) Projects used as examples of "similar, relevant" work experience by an individual shall meet the following minimum requirements:

- ❖ The individual must have been assigned at least 33% full time to the project for an entire phase of the work indicated
- ❖ The individual must have had a substantive role or experience with the project. Occasional "exposure to", "support of" or "I put together some details/studies for it" is insufficient to meet this requirement.

This experience shall be clearly noted if the individuals were employed by other firms while doing the work. The District will spot check claims of experience done at other firms to assure the integrity of this information.

d) If you are doing a joint proposal or partnering with another firm, each firm's proposed role and responsibilities need to be clearly explained. Please indicate the number of times these firms have worked together and the building types.

e) If the individual listed is not a full time employee of your firm, or if you are partnering with another firm, this must be referenced with the appropriate personnel.

f) List principles of firms *only* if that individual will be doing the predominance of the actual work proposed. We prefer to see a list of the actual personnel proposed, even if it is only the best guess at the time.

g) If any proposed personnel are based out-of-town full or part time, show what percentage of time they are in the Phoenix office.

Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity

C. Specific project experience in Science Lab, Library and Student Service Spaces
(up to 2 points times a weighting factor of 10 *for each area of expertise*)

a) Please provide examples of College/University Physical/Life Science Labs, Library w/Computer Commons and One-Stop Student Service projects, designed and completed, by the proposed architectural/consultant teams. Indicate if project is LEED Certified or designed to these standards.

- 1) Description of project (use or type, size, location, LEED Certification).
- 2) Project's final construction cost and whether the project is/was hard bid, CMAR, Design-Build or other delivery method.
- 3) If the project used a GMP and no change orders except a final Contractor Contingency adjustment was made, describe how owner changes and consultant errors/omission changes were handled.
- 4) Show the construction dates, including scheduled completion and actual completion dates.
- 5) Project owner and contractor's contact, including name and current phone number. **PLEASE confirm this information.**
- 6) **List the project's key office staff and field personnel who worked on the project.** Note by color, asterisk, etc. which of these staff are being proposed for our project.

b) Projects used as examples of similar work shall be clearly noted if individuals while employed by other firms did the work. The only projects that you may claim without attribution are those projects actually produced by your firm.

c) You also need to note projects that were done by other branches of your firm or by personnel who are no longer with your firm or NOT available to work on this project. We prefer to see examples of work done by the people proposed for this project

D. Availability of competent, adequate staff and current project workload that may impact the project
(up to 3 points times a weighting factor of 5)

a) Include the total number of technical staff and registrants in your local office, by discipline.

b) Please provide a list of projects currently underway in your office, including construction budget/value, **and what stage they are in.** Just showing percentage completion for the overall project does not provide adequate information. IN ADDITION, BUT NOT AS A SUBSTITUTE for this listing, you also may provide a listing of available versus committed man-hours if you wish.

c) For each of the main prime firm personnel proposed for our project, indicate a percentage of committed versus available hours over the proposed project period.

E. Approach that you might take for a project like this one
(up to 5 points times a total times a weighting factor of 10)

You don't have to provide solutions or suggested recommendations but at least highlight these issues based upon your experience from other projects, insight or training. You need not discuss your normal design process.

For this project specifically, please consider and address the following:

- a) Your approach in general towards creating a successful environment containing varied and diverse user groups in a single building
- b) Current trends in physical and life science labs, librarys and student services design as described in the Education Specifications for this project.*
- c) Issues and approach required related to department locations, access, service, security, LEED Silver Certification, etc as anticipated by this project.*
(*limit discussion of each area to two or three paragraphs)

F. Project and team experience with Construction Manager at Risk project delivery
(up to 5 points times a weighting factor of 5)

This District believes that both the design team and contractor should have prior experience with CMAR if that is the proposed project delivery method. Please list the name/description of projects, owner, name of construction manager at risk firm, construction value and completion date for all projects delivered by the CMAR in the past five years in which your firm was the prime/lead firm. Provide a current contact name and phone number for each owner and CMAR listed.

G. Other Selection Criteria: Project experience with the District, firm size and quality of prior work
(-3 to +3 points times a weighting factor of 1)

List all Maricopa Community College projects awarded to your firm in the past five years. The list shall include projects that currently are on-going, completed or those which your firm has been selected but are not yet under contract. For each project, note the location, award date (note if pending), construction cost or budget, project status/phase and estimated completion date. As part of our selection process, the District has the responsibility of taking into account the size and complexity of the project under consideration, the resource investment of the firm in current District work, the quality and amount of previous work recently performed for the District, in order to extend consulting opportunities to a broad representation of qualified firms by matching firm size and capabilities to the proposed project.

The District also wishes to recognize the quality of the work provided by the consultant and their team on prior work (evaluation only by those on the selection committee with first-hand experience with the proposing team).

H. References

(minus 5 to plus 5 points times a weighting factor of 3)

☞ Please verify that all information provided is current!

Please provide a list of at least four references. Include name, title and current contact phone number. Please reconfirm the phone number before listing. At least two of the references should be for two different projects that you have included as examples under Experience in Similar Projects.

I. Minority Business Enterprise/Women-owned Business Enterprise

(up to 7 points times a weighting factor of 1)

Please show the MBE/WBE status of your own firm and that of any proposed major sub-consultants. There are no set-asides, minimum percentage award or mandatory use of MBE/WBE firms on Maricopa work- our effort is purely voluntary. The District will accept the status classification that any other public organization has approved for the firms proposed. Veteran-Owned, Disadvantaged or Small Business Enterprise rating is not eligible for the additional points.

Be sure to fill in the MBE/WBE certification/identification form provided in the RFP.

J. Principal office location of prime firm and consultants, and local participation to provide the services

(up to 0 to -5 points times a weighting factor of 1)

The District desires strong local participation in this project, including the greater area of the State. Out of town and out of state firms also present higher costs and more difficult management issues. However, the qualifications of the firm are far more important than the firm's or personnel location, and picking the best-qualified team is paramount. Identify the location of the firm's principal office and home office location of key staff for this project. Identify local (presently living or permanently relocating to the Valley) versus non-local staffing of your and your consultant team, and the percent of their work expected to be done locally

All information submitted shall be followed with a signature block showing the date of the submittal; name of the organization; name, title and phone number of the individual signing the submittal; and signature plus seal of an Arizona Public Notary indicating that the submitted information is true and sufficiently complete so as to not be misleading or perjurious.

ATTACHMENT "A"
RFP #2930-7
NON COLLUSION AFFIDAVIT FORM

COMPANY NAME: _____

ADDRESS: _____

The persons, corporation or company who makes the accompanying proposal, having first been duly sworn, deposes and says:

That such proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that Bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or another person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Signed: _____

Name: _____

Title: _____

Subscribed and sworn to before me
the _____ day of _____ 2009

Signature of Notary Public in and for the

County of _____

State of _____

My Commission Expires: _____

ATTACHMENT "B"
RFP #2931-7
SIGNATURE PAGE

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: () _____ FAX: () _____

E-MAIL: _____

Acknowledgements:

Acknowledgement of Addenda No.

Date

MBE/WBE Status of Firm

☐

MBE FIRM

☐

WBE FIRM

☐

NOT A MBE/WBE FIRM

Indicate subcontractor/subconsultants that have MBE/WBE Status

1. _____

2. _____

3. _____

The persons, corporation or company who makes the accompanying proposal, having first been duly sworn, deposes and says:

That such proposal is genuine and sufficiently complete so as not to be misleading.

Signed: _____

Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

The _____ day of _____ 2009

Signature of Notary Public in and for the

County of _____

State of _____