



ACKNOWLEDGMENT OF RECEIPT

Description: Architectural Design Services for the
New Performing Arts District at
Mesa Community College
Project #090021

Proposal #: 3005-7

Addendum #: _____

of Pages to follow: 27

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 #3005-7

NEW PERFORMING ARTS DISTRICT
PROJECT #090021

ARCHITECTURAL DESIGN SERVICES

MESA COMMUNITY COLLEGE

DUE DATE: AUGUST 4, 2010
3:00 P.M. (MST)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP #3005-7

**ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE
NEW PERFORMING ARTS DISTRICT**

A. SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	July 1, 2010
Pre-Proposal Meeting	July 15, 2010
Proposals Due	August 4, 2010
Proposed Award Notification	October 26, 2010

B. TABLE OF CONTENTS

1.	COVER PAGE	Page 1
2.	INDEX PAGE	Page 2
3.	GENERAL	Pages 3-8
4.	PROPOSAL INSTRUCTIONS	Pages 8-12
5.	GENERAL TERMS AND CONDITIONS	Pages 13-18
6.	PROPOSAL REQUIREMENTS	Pages 19-20
7.	EVALUATION CRITERIA	Pages 21-25

ATTACHMENT

A.	NON-COLLUSION AFFIDAVIT FORM	Page 26
B.	SIGNATURE PAGE	Page 27

1. GENERAL INFORMATION

The Maricopa Community College District, on behalf of Mesa Community College, wishes to renovate an existing two story unoccupied multiple screen movie theatre building into a New Performing Arts District of approximately 32,770 square feet. Only a portion of this building is expected to be remodeled within the provided budget. 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 proposed scope of the total multi-phased project seeks, in the Phase 1 work only (no future phases of work are considered at this time) to expand and remodel the former Harkins occupied movie theater to provide a new state-of-the-art Performing Arts District to serve as a multi-functional shared learning space for instruction and as a performance venue for dance, theater, and music classes, as well as lab space for live recording and training.

The need for a functional music performance venue at MCC has been a goal since the late 1970's. Music performance programs currently utilize rented, off-campus spaces, and the development of this site will allow these programs to relocate to the main campus. The development of this site also will allow the college to establish a cornerstone entry to the southeast with the potential to develop a highly visible gateway to the campus. The entertainment potential for the greater Mesa community would increase awareness of MCC and its programs, and help develop the college's reputation as a training ground for the arts.

The work of this RFP includes a building addition of approximately 7,600 gsf to provide new space for a proscenium stage with fly space above, an orchestra pit, green room, scene shop, and additional space for building support functions. Major remodeling of approximately 13,100 gross square feet (gsf) of existing space will be required to complete the 400-450 seat performing arts theater. The remaining 12,200 gsf of existing space will receive only minor cosmetic clean up to allow the entire facility to be occupied by Fall of 2012. The first work for this project will be a joint effort between the college, consultant and contractor to ascertain the extent of work that can be accomplished with the allowed budget and then adjust the work scope, perhaps even substantially altering it, to fit the allowed budget.

The current Education Specification for this project is a compilation of the complete program requirements for the full development of the New Performing Arts District program. It is to be understood that the complete program has been prioritized to identify how this project scope of work is to be realized within the existing budget limitations.

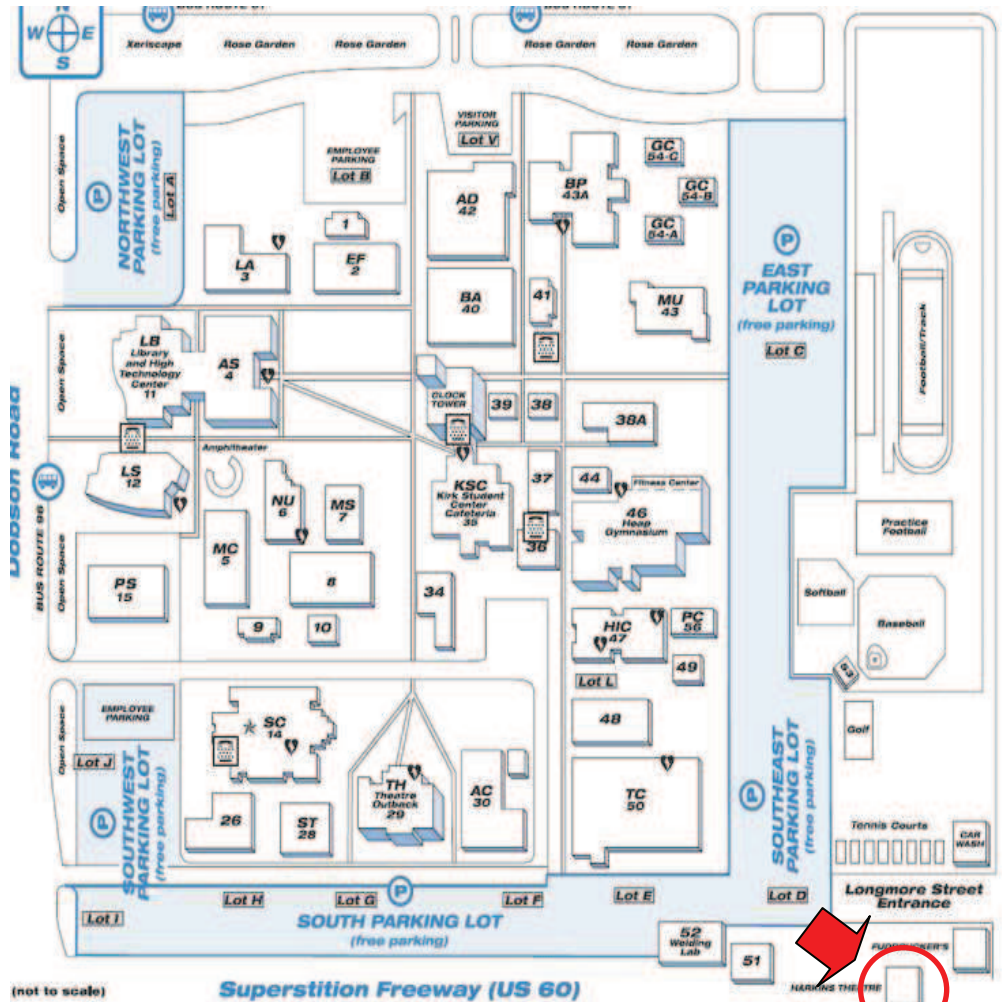
The College has decided to pursue LEED Silver Certification for this building

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/>

PDF and ACAD file format floor plans (basic shell and existing space use only) and aerial survey site plan for the existing building identified in this project are available and may be obtained from the FP&D Project Manager upon request.

PROJECT 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. Shouan Pan's Goals and Vision for this Project

The remodeling of this building will focus on creating classroom and performance space environments that will enhance our excellence in teaching and learning. The addition of technology to teach each of these disciplines will enhance student learning. The remodeling of these learning spaces by the departments will allow use of shared resources and provide opportunities for increased interdisciplinary collaboration (Dance, Music, and Theater).

This project must successfully accommodate the performance space requirements of a full Musical Theatre schedule, Dance performance schedule, and also provide state of the art facilities and a home for the previously mentioned “orphaned” areas of the Music Departments’ programs.

It must also be a space in which the diverse areas of the performing arts can expand their program opportunities and activities and begin to collaborate on projects that lend themselves to the specialized talents of those areas.

The success of this project may also be witnessed in the ability of the Theatre Department to greatly expand its technical theatre training classes and certificate programs due to increased access to those technical areas previously dedicated to production use only. This includes the consideration of evening classes to expand access to the general public (a consideration which at this time cannot be realized due to the need for those spaces by multiple users).

What are the critical attributes that this project must meet and be measured by to gauge its success in three to five years?

- Address student learning needs, first and foremost
- Designed to encourage student, faculty (residential/adjunct) and staff interaction
- Allow for enhancement of programs currently limited by lack of functionality of classrooms
- Create usable, functional performance and rehearsal spaces
- Create permanent exhibit areas for art
- Have classrooms that facilitate hands-on, cooperative learning
- Have classrooms that facilitate use of technology
- Keep technology current, well-placed, and flexible and adaptable to future teaching and learning expansion
- Learning environments are secure, dedicated, and/or multifunctional
- Provide students spaces for collaborative learning opportunities
- Provide additional learning spaces for student-faculty interactions

Budget

The current anticipated construction budget is approximately \$5,000,000. Design/ consultant fees, CMAR fees, FF&E, technology, security, and signage are in addition to this amount.

Anticipated Project Schedule and Timetable

Select Design Consultant	September 2010
Select CMAR	October 2010
Execute Consultant agreements	October – November 2010
Programming, budget testing and scope adjustment	November 2010
Schematic Design Documents	January 2011
Construction Documents	February 2011
Initial GMP*	June 2011
Governing Board approval of final GMP and Notice To Proceed	August 2011
Begin Construction	September 2011
Desired Occupancy	late July 2012
(Open for Fall Semester 2012)	late August 2012

Warranty Period: Two years from Substantial Completion

**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.*

Services to be Provided

Per the attached description the consultant will be requested to evaluate the scope of the proposed work and provide a one page summary for the purposes of determining the actual scope of the work. The College will work with the consultant to determine the priority of areas for work.

1. The consultant will confirm field conditions and complete programming, as necessary.
2. Upon review of the scope and budget for the work, the consultant will commence with the Schematic Design Phase. Preliminary equipment selections, proposed revisions of existing building circuitry, HVAC, etc., and a revised budget should be included.
3. Upon approval of the design, the consultant will proceed with 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 CMAR during the pricing period by issuing any necessary addenda, reviewing prior approval requests, etc.
5. During the Construction Phase, the consultant will provide 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 basic floor plans on a computer disk or by email formatted for AutoCAD. Only a limited few documents are available for the existing site and building.
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 District will provide Design Guidelines to be followed and incorporated into the project by the Consultant team.
5. The District will provide all geotechnical engineering and materials testing, hazardous materials testing and abatement, plan review 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

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

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

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:

Ross Bern, Project Manager
Facilities Planning and Development, 480-731-8077
ross.bern@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:

Richard Cluff, Director, Building and Grounds,
Mesa Community College, (480) 461-7095
richard.cluff@mccmail.maricopa.edu

A limited number of tours will be scheduled to view the existing facility and will be arranged in advance and within normal business hours at the convenience of the Director, Building and Grounds. No other access will be permitted unless otherwise approved by the project manager.

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 MCCCD's assigned representative will be considered unofficial and non-binding on MCCCD.

Pre-Proposal Meeting

A pre-proposal meeting will be held for all interested consultants at **10:00 A.M. on Thursday, July 15, 2010, at the Harkins site** (meet initially inside the lobby) located at the southeastern corner of the Southern & Dobson Mesa Community College campus, 1833 W. Southern Avenue, Mesa, Arizona 85202. This is **NOT** a mandatory meeting but is strongly recommended to attend. 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 MCCCD, 2411 West 14th Street, Tempe, Arizona, 85281, no later than 3:00 P.M. (MST), Wednesday, August 4, 2010 Proposals acceptance time shall be determined as the time stated, zero seconds (e.g., 3:00:00 p.m.). Proposals received after that time (e.g., 3:00:01 or later) are considered late and will not be accepted. When delivering your proposal please allow for sufficient time to check in through the Security Desk. Proposals must be in the Purchasing representative's hands by the submittal time stated to be considered as being "received". Proposers shall confirm the time and location of the official bid clock and coordinate their own clock or watch to assure themselves of timely delivery of the proposal. Timely delivery of the proposal into the representative's hand prior to proposal submittal time is the obligation of the Proposer. Proposals not delivered per these requirements will be rejected and will not be considered, even if inadvertently accepted and time stamped and will be returned unopened.

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

RFP #: 3005-7
Proposals for Architectural/Design Services
New Performing Arts District at MCC
Due: Wednesday, August 4, 2010 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 Twenty-five (25) 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.

MCCCCD Modifications To Proposals

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD. 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 MCCCCD. Such notice must be received by MCCCCD prior to the time designated for receipt of Proposals by MCCCCD 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 MCCCCD and successful Proposer(s). MCCCCD 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 MCCCCD, 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: MCCCCD, 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.

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 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 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 **25 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 non-compliant, which is a huge waste of your time and effort.

A. Experience in similar type projects – Event Centers and Fixed Seat Arenas

(up to 5 points times a weighting factor of 10)

- Remodel of Performing Arts/ Theater projects preferably of similar scale, size, scope or budget
- New construction of Performing Arts/ Theater projects
- Complex remodel/ renovation projects within limited budgets
- LEED Certification of existing/ reuse/ renovation projects

a) For each similar and comparable project identified, provide the following:

(For example - provide specific project references where you have worked within a higher education environment to provide design services for the remodel/ renovation of an existing facility...)

- 1) Description of project (use or type, size, location and LEED Certifications)
- 2) Project's final construction cost and whether the project is 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.

b) 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 an organizational chart showing the proposed lead firm, all sub- or specialty consultants, and the lead personnel by name and title for each firm.

b) Include the names and a brief background on prime personnel proposed for the project from each firm in the project team, including primary designers, project manager/project architect, etc.

The District's selection of a firm is based strongly on the primary/lead personnel proposed by the firm at the time of the RFP (per the required and submitted manpower staffing plan) and as presented at the final interview. Consequently, the District has a right to expect these personnel will continue in their proposed capacity through the completion of our project except for an individual's promotion, out of town transfer, termination of employment, illness or death.

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 will be submitting a joint proposal or proposing partnering with another firm (for example, an architect submitting the proposal as architect of record and adding another architectural or planning firm for additional expertise or experience), each firm's proposed role and responsibilities need to be clearly explained. Please indicate the number of projects that your and the associated firm(s) have worked together prior to this proposal. Where there is more than one person proposed with the same/similar title from different firms (designer, project manager, project architect, etc.), clearly explain the role and responsibility of each person so that the Evaluation Committee can understand clearly what the responsibility and function of each person will be.

e) 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.

f) If any proposed personnel from any of the prime, associated or sub-consulting firms are based out-of-town full or part time, indicate where they are based and show what percentage of time they will be in the local office to work on our project.

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

C. 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.

D. Method of Approach to design you might take for a project like this one

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

Discuss, specific to this proposed project, how your past experience relates to your anticipated design approach to converting an existing multi-screen movie theater into a live performance venue. Discuss special risks, opportunities, challenges, issues, etc., of this project that you recognize based upon our specific project needs, existing building and site conditions, expressed goals of provided education specifications, design coordination, etc. You don't have to provide solutions or suggested recommendations at this time but at least highlight these issues based upon your experience from other projects, insight or training. You need not discuss your normal design process.

E. Project and team experience with construction manager at risk (CMAR) project delivery

(-10 to 0 points times a weighting factor of 1)

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.

F. Other Selection Criteria: Project experience with the District, firm size and quality of prior work

(-5 to +5 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, 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).

G. References

(-5 to +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.

H. Minority Business Enterprise/Women-owned Business Enterprise

(up to 5 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.

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

(-5 to 0 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 #3005-7
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 _____ 20__

Signature of Notary Public in and for the

County of _____

State of _____

My Commission Expires: _____

ATTACHMENT "B"
RFP #3005-7
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 _____ 20__

Signature of Notary Public in and for the

County of _____

State of _____