MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3625-6

Districtwide Custodial Services

Proposal Due Date

October 2, 2026 (3pm local time)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP # 3625-6

Districtwide Custodial Services

SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	August 13, 2026
Questions Due	September 4, 2026
Proposals Due	October 2, 2026
Proposed Contract Award	December 2026

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GENERAL

1.1 INTRODUCTION

Maricopa County Community College District (MCCCD) is soliciting proposals and qualifications from experienced, qualified vendors to provide custodial and related services for multiple campuses and facilities located throughout Maricopa County, Arizona.

MCCCD anticipates awarding contract(s) with the intent to secure service coverage districtwide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at MCCCD's discretion. Furthermore, MCCCD will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

This combined Request for Proposal (RFP) is intended to:

- Establish a pool of one or more qualified Vendors
- Enable competitive pricing among awarded Vendors

MCCCD reserves the right to award one or more contracts resulting from this solicitation, to reject any or all proposals, to waive informalities and minor irregularities, and to award contracts in the best interest of MCCCD in accordance with MCCCD procurement policies.

1.2 MCCCD DISTRICT MAKE-UP

MCCCD comprised of ten colleges, and numerous education centers dedicated to educational excellence by meeting the needs of the businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District (MCCCD or District). The MCCCD is one of the largest higher education systems in the nation. As the largest provider of health care workers and job training in Arizona, it is a major resource for business and industry and for individuals seeking education and job training. More than 140,000 students attend the Maricopa Community Colleges each year taking credit and non-credit courses. MCCCD employs nearly 4,800 full-time faculty and staff and more than 6,800 part-time faculty and staff.

1.3 HISTORY

MCCCD ranks as one of the nation's largest systems of its kind and is the largest single provider of higher education in Arizona. MCCCD educates and trains thousands of students year-round. What's more, thousands of employees from both local and relocating businesses and industries are enrolled in customized workforce training programs with the MCCCD system. MCCCD's administration, faculty and staff are committed to working collectively and responsibly to meet the life-long learning needs of our diverse students and communities.

A seven-member governing board governs MCCCD. Five members are elected from geographical districts within Maricopa County, while two are elected on a countywide basis. The chief executive

officer of MCCCD is the Chancellor; and a president heads each of the colleges. MCCCD is a political subdivision of the State, and the elected governing board has the power to levy taxes. Funding comes from property taxes, student tuition, and federal, state and private grants.

1.4 CURRENT ENVIRONMENT

The Maricopa County Community College District, along with most educational entities in the State of Arizona, has experienced significant changes in its funding landscape over the past decade. In 2015, the State of Arizona eliminated all operational funding supporting MCCCD. The District has also experienced enrollment fluctuations consistent with national community college trends. These factors have required MCCCD to be thoughtful and adaptive in how it delivers on its core mission.

MCCCD's mission is to ignite talent, transform lives, and enrich communities through teaching, learning and service. In support of this mission, MCCCD strives to provide high-quality, accessible educational services that enable students to reach their academic and career goals. At the same time, MCCCD recognizes that many students face unmet basic needs that can impact their ability to succeed academically. While addressing these needs is not MCCCD's core function, MCCCD is committed to partnering with organizations whose missions are aligned with providing such services in order to better support student success and respond to broader community needs.

MCCCD seeks to evolve traditional customer/supplier relationships into strategic partnerships. Through these partnerships, MCCCD and the awarded contractor can align expertise, coordinate services, enhance student support and community impact, identify potential cost reductions, and explore value-added opportunities. Any potential strategic initiatives can be established during negotiations.

1.5 STRATEGIC PARTNERSHIPS

MCCCD will only consider strategic partnerships and value-added offerings with proposers awarded through the Request for Proposal (RFP) process.

In addition to providing the services listed in this RFP, MCCCD is continually seeking to expand its relationships with contractors who can evolve into a strategic partner. We are seeking companies that can help expand the boundaries of what has been thought of as traditional consulting contracts by infusing the program with new concepts, out-of-the box thinking, and value-added offerings that may not have existed before.

1.6 VALUE-ADDED OFFERINGS:

MCCCD invites respondents to propose innovative approaches that strengthen the District's ability to support student success through effective collaboration. As stated in section 1.4, MCCCD's strives to provide high-quality, accessible educational services to the community.

Many students face unmet basic needs such as food insecurity, housing instability, limited access to healthcare, and transportation challenges. When these barriers are present, students are more likely to experience interruptions in their education, decreased engagement, and lower completion rates. Recognizing this, the District seeks to partner with organizations whose core missions focus on addressing these critical needs and supporting overall student success.

Value-added proposals may be a one-time occurrence or recurring in nature, and may include revenue producing (such as incentives or rebates) or other offerings that would bring added value to our organization and our students (such as scholarship or internship opportunities). Proposals should clearly describe how the respondent's approach contributes to MCCCD achieving our goals, improved student outcomes, or more effective coordination of resources across the organization. Creative solutions are encouraged and should be clearly labeled in the proposal as an attachment.

Proposed value-added offerings will not be reviewed during the competitive evaluation process, but may be considered during subsequent discussions and negotiations with the respondent identified by the evaluation team. Added value offerings must be finalized prior to contract award. Changes/additions to these offerings may be made if agreed upon in writing by both parties and included as a signed contract amendment.

MCCCD reserves the right to exclude items offered under this section from co-operative use unless also agreed upon by the awardee.

PROPOSAL INSTRUCTIONS

2.1 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be submitted online via the MCCCD Procurement Portal. **The deadline to submit questions is: September 4, 2026, 5:00 PM (local time).**

We will not respond directly to the company asking the question. All questions received within the question period will be acknowledged even if an answer cannot be provided. Responses to the questions received by the deadline will be answered in the form of an addendum. The addendum will be posted on the MCCCD Procurement Portal, and an email notification sent to all known potential respondents who have answered "Yes" to the Intent to Bid question or anyone who has downloaded documents from the portal. The addendum will be made available on/about September 14, 2026.

2.2 PROPOSAL SUBMISSION

MCCCD uses a portal hosted by Euna Procurement (formerly Bonfire) for accepting and evaluating proposals. Registration for a Euna Procurement account will be necessary to view and respond to the RFP. It shall be the responsibility of the Proposer to confirm that proposals contain all required documents and are submitted electronically through the MCCCD Procurement Portal located here:

https://maricopa.bonfirehub.com/portal/?tab=openOpportunities

Upon upload, proposals are automatically timestamped and will remain secure and sealed until after the submission deadline has passed. Your proposal should include all items listed in Section 4.6: Format and Submittal Requirements. Your proposal is available for you to edit or change any time up to the RFP submission deadline.

Please contact Euna Procurement at **support.bonfire@eunasolutions.com** for technical questions related to your submission or difficulties in accessing the RFP documents. You can also visit their help forum at:

https://maricopa.bonfirehub.com/portal/support

Your proposal must be completed and uploaded to our site no later than 3:00 P.M. (local time), October 2, 2026. Submissions after this date and time will automatically be rejected by the system. The time on the MCCCD Procurement Portal shall be the official submittal time of record.

It is the proposer's responsibility to be aware of the submission deadline and allow sufficient time to complete any uploads needed to finalize your submission. Any technical or internet-related issues that may arise during your submission are not grounds to extend the deadline. It is strongly recommended you begin your submission upload process at least one (1) day prior to the deadline.

2.3 AWARD DETERMINATION

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request For Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. The District reserves the right to negotiate a contract with the selected awardee. Even after the execution of a contract document or Notice of Award, the selected vendor may not initiate contract performance or incur any contract costs until it receives a District-issued purchase order or Procurement card.

2.4 PROPRIETARY INFORMATION

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract.

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. A “Confidential Information” section is included in the solicitation’s Requested Information. See section 4.6.

If a Proposer wants to assert that a proposal contains a trade secret or other proprietary information, a Proposer shall include with the submission a statement supporting this assertion. A Proposer shall clearly designate any trade secret and other proprietary information, using the term “confidential” and include it in the “Confidential Information” submittal section. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer. The District reserves the right to make its own determination of Proposer’s proprietary materials.

Requests to deem the entire proposal or price as confidential will not be considered.

When submitting a response containing “Confidential” information, Proposer agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that offeror marked as “Confidential”.

2.5 PROPOSAL FORM

All proposals must be submitted in writing, using the accepted file formats listed. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. No proposal shall exceed forty (40) typewritten pages in length plus any pricing schedule(s), exhibits, resumes, proposed draft revenue sharing agreement, or attachments. Please refer to Section 4.6 Format and Submittal Requirements. Proposals that do not follow the Format and Submittal Requirements outlined in Section 4.6 may be disqualified.

2.6 PROPOSER MODIFICATIONS TO PROPOSALS

Proposals may be modified after submittal to the MCCCD Procurement Portal by accessing your Euna Procurement account. Any modifications must be made and the files re-uploaded to the MCCCD Procurement Portal by the published opening date and time. No modifications to proposals are permitted by the proposer after the published RFP opening date and time.

2.7 WITHDRAWAL OF PROPOSAL

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

2.8 PROPOSAL COSTS

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

2.9 ORAL PRESENTATIONS

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

2.10 AWARD WITHOUT DISCUSSION

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

2.11 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to award a 1-year contract for a total potential contract term of five (5) years. The District may also award a contract for a term shorter as deemed necessary. The contract start date is expected to be December, 2026. This RFP will result in a multi-award, as-needed contract. As MCCCD determines services are necessary, a scope of work will be developed with an anticipated length of time each assignment is expected to require. A PO will be issued to the awarded contractor who MCCCD identifies as the best fit. No billable work is to be done without a signed PO and scope of work.

A written Notice of Award with a specific contract start date will be made prior to commencement of performance. MCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 4 one-year option periods for a total contract period not to exceed five years. However, if a mutually beneficial strategic agreement can be reached that would benefit from a longer term, those terms will also be considered.

2.12 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 Purchasing. Addenda notification will be e-mailed to all known potential respondents who have answered "Yes" to the Intent to Bid question on the portal or anyone who has downloaded documents from the portal. Addenda will also be posted to the proposal documents on the MCCCD Procurement Portal located at:

https://maricopa.bonfirehub.com/portal/?tab=openOpportunities

2.13 NON-COLLUSION

The MCCCD encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the MCCCD's needs and the accomplishment of a sound economical operation. The Proposer's signature on its proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude the MCCCD from obtaining the most advantageous proposal.

SPECIFICATIONS

3.1 Minimum Requirements

3.1.1 The Contractor shall have complete responsibility for maintaining assigned buildings so that their overall appearance signifies a high degree of cleanliness.

3.1.2 The Contractor and all employees shall be familiar with and operate in compliance with all applicable federal, state, and local occupational safety and health laws and regulations. This includes, but is not limited to, the federal Occupational Safety and Health Act (OSHA) and all applicable Arizona occupational safety and health laws and rules, including Title 23 of the Arizona Revised Statutes. Contractors are responsible for ensuring compliance with all required safety programs, including the implementation and maintenance of a Bloodborne Pathogens program, as applicable.

3.1.3 The Contractor shall protect MCCCD property from damage or loss arising from work performed under this contract, and shall immediately reimburse or make repairs or replacements to the satisfaction of MCCCD. This is to include surface damage as a result of performing typical duties under this scope (i.e. snail trails from leaking trash bags, paint or finish issues from improper chemicals or over-abrasion, etc.). Any occurrence of damage must be reported in writing within 24 hours of the incident. Cost of repairs for any damage caused by the Contractor which has to be repaired by MCCCD shall be deducted from payments due.

3.1.4 The Contractor shall maintain procedures for the immediate notification of the District in the event of any incident requiring urgent attention to prevent or minimize damage to facilities, infrastructure, or property. If Contractor personnel encounter an urgent condition, regardless of whether the condition was caused by the Contractor, the Contractor shall notify the designated District point of contact at the time the issue is identified and take reasonable interim measures, when safe to do so, to reduce further damage until District staff or emergency services respond.

3.1.5 The Contractor shall take all necessary precautions for the safety of students, employees or the public and comply with all applicable provisions of Federal, State and Municipal Safety requirements.

3.1.6 The Contractor shall confine all equipment, materials and operations to the area limited by the Facilities Director, Manager of Custodial Services, or an authorized designee.

3.1.7 The Contractor shall perform the work so as to minimize disruption of the normal operations of the site. Appropriate signage shall be furnished by the Contractor and used as required by the AZ Department of Occupational Safety and Health (ADOSH).

3.1.8 No alcohol, weapons, or illegal drugs are allowed on MCCCD property.

3.1.9 MCCCD locations are smoke and tobacco-free campuses, which means smoking and tobacco usage on any part of campus property is prohibited. The ban applies to all areas within campus boundaries, including the inside of buildings, walkways and parking lots. It does not extend beyond school boundaries, such as public perimeter sidewalks.

3.2 Scope of Work

Below is a listing of routine tasks that may be requested by MCCCD. These tasks include, but are not limited to the following:

3.2.1 General Cleaning Tasks (All Applicable Areas)

Daily:

- Classrooms, Labs, Conference Rooms, Break Rooms, Admin. Office, Library, Performing Arts and Cafeteria Buildings-includes hallways and entryways.
    - Empty trash and recycling receptacles; reline as needed
    - Vacuum all interior carpets, entry mats, and hard floors
    - Vacuum outdoors mats
    - Dust mop and/or damp mop hard floors
    - Spot clean carpets, tile, and concrete floors
    - Sweep entryway
    - Disinfection of high touch points
    - Clean chalkboard/whiteboards, erasers and trays
    - Replace lamps if burned out (recessed and fluorescent-ceilings no higher than 10')
    - Clean metal trim, water fountains: treat with dressing
    - Spot clean case glass and counters
    - Clean glass doors
    - Spot clean desktops
    - Take all trash/cardboard/Recyclables to Maintenance Compound area
    - All cardboard will be placed in a baler and recyclables placed in the respective compactor.
    - Follow approved lab-safe cleaning products and dwell times
    - Clean exam tables with metal polish (that does not leave residue/oils)
- Restrooms, locker rooms and weight room - includes entryway to restroom
    - Clean wash bowls and mirrors
    - Clean/disinfect toilet bowls.
    - Disinfect underside and tops of toilet seats.
    - Clean/disinfect urinals
    - Empty waste containers and feminine waste containers and replace liner
    - Disinfection of high touch points
    - Restock soap, toilet paper,& paper towels
    - Spot clean all tile and partition surfaces
    - Spot clean walls and doors
    - Sweep/dust - mop floors
    - Waterless urinal cartridges are to be inspected daily for functionality and maintained per manufacturers specifications

- Janitorial Closets
  The Contractor shall comply with all chemical storage, handling, and use protocols in accordance with applicable federal and state safety regulations, as well as any health and safety guidelines established by the District. The District shall provide the Contractor with the applicable chemical safety guidelines, and any updates or changes to these guidelines will be communicated in a timely manner. Upon notification, the Contractor shall implement such changes immediately.
    - No waste materials are left in the room
    - Empty and clean all buckets. Wipe dry
    - Empty and clean vacuum tanks (outside)
    - Clean all equipment and tools and put in order.
    - Do Not store oily rags and mops.
    - Give cloths, cotton items, and other such materials adequate space and ventilation to dry.
    - Clean custodial sink with appropriate cleanser
    - Wash out and hang all mops
    - All containers of cleaning materials must be labeled to meet SDS requirements.
    - Spot clean walls, shelves and doors
    - Label and store chemicals per ADOSH and regulatory standards
    - Disconnect chemical hoses when not in use
    - Ensure 36” minimal clearance around electrical or equipment panels
    - No food, drink, or unauthorized equipment stored

Weekly

- Empty trash and recycling receptacles; reline as needed
- Vacuum all interior carpets, entry mats, and hard floors
- Dust mop and/or damp mop hard floors
- Spot clean carpets, tile, and concrete floors
- Spot-clean walls and doors
- Clean glass cases and counters
- Remove spider webs-doorway and overhang areas
- Clean waterless urinal cartridges per manufacturers specifications

Monthly

- Spot clean tile/concrete walls
- Clean light fixture diffusers (≤10')
- Dust and vacuum window blinds/coverings (both sides)
- Clean elevator landings (all floors)
- Remove heavy soil from patios, stairs, ADA ramps, and walkways
- Add sealant to waterless urinal cartridges (as needed)
- Spray buff floors

- E-Mist & disinfect all classrooms & common areas
- Clean all hard water stains/deposits from any surface

Quarterly

- Machine scrub tile, grout, VCT, polished or epoxy concrete floors
- Wash walls, doors, and door facings with mild detergent
- Heavy sweep exterior walkways and entry zones (20' from doors)
- Washing interior of all window glass
- Dust and clean all return and supply air vents
- Perform interim carpet care
- Clean trash containers

Semi-Annual

- Clean interior window glass (≤12’)
- Clean light fixture diffusers and HVAC vents (≤10’)
- Vacuum behind equipment using wand (avoid cord damage)
- Wash washable seating
- Clean ceiling and elevator light diffusers
- Clean upholstered Furniture
- Clean all carpeting (dry or wet extraction)
- Clean windows-inside and outside

Annual

- Machine scrub all hard floors
- Scrub clean all baseboard and cove base
- Clean HVAC supply and return vents (≤10’)
- Clean shower areas, floor drains, caps, and pour water into drains

3.2.2 Contractor Personnel

- The Contractor shall provide an adequate number of qualified employees to ensure completion of the Custodial Services.
- The Contractor agrees to utilize only trained, experienced, responsible and capable people in the performance of the work.
- Employees shall perform their duties with safe work habits, and be trained on the safe and proper use of cleaning supplies, chemicals and equipment.
- The Contractor shall ensure that employees are trained on ADOSH requirements, including the contents of the Safety Data Sheets.
- The Contractor also agrees to provide only those employees that have successfully passed a criminal background check.

- MCCCD may require that the Contractor remove from the job site, employees who endanger persons or property.
- The contractor shall ensure that all employees are able to understand and speak English. Reasons for this include, but are not limited to, the necessity to understand emergency warnings and hazards.
- Once services are requested, the Contractor shall submit a current list of the names of employees who perform or may work under the contract to the Director of Facilities accompanied by their respective background checks/clearance and shall report any changes within 48 hours.
- The Contractor will install a biometric time clock on site for use by Contractor employees and a monthly timesheet report will be submitted with the monthly invoice.
- Fidelity bonding for all employees performing work under the contract shall be obtained by the Contractor.
- Contractor employees will not open desk drawers or cabinets at any time and will not tamper with office machines, MCCCD equipment or MCCCD employees' personal property.
- Contractor will furnish their own tools and equipment necessary to perform the functions outlined in this RFP. The College reserves the right to request the Contractor procure specific tools or equipment to be used in a given area if Contractor equipment is deemed ineffective at the College's discretion.
- All Contractor employees shall wear appropriate Contractor identification badges and uniforms while on MCCCD property.
- Contractor employees will take breaks/lunches only in designated areas approved by the College.
- Contractor will require staffing plans for each College location, minimum staffing, backup personnel, cross-training, and staffing continuity.

3.2.3 Project Manager

- The Contractor is responsible for designating a Supervisor, a person who is capable of assuring competent work performance.
- This person shall remain on site throughout the shift hours agreed upon by the Contractor and MCCCD and have the authority to make decisions concerning day-to-day operations and emergency situations and shall be competent in matters relating to specific job tasks involved under the contract, while performing 100% supervisory tasks.
- The Contractor shall provide a dedicated on-site Supervisor for each College location, or for each designated service region as approved by the College. The Supervisor shall remain on site at the assigned location for the duration of the scheduled custodial services and shall not be assigned to multiple locations simultaneously while custodial work is being performed. The Supervisor shall have full authority to make decisions concerning day-to-day operations, staffing, quality assurance, customer service, and emergency situations. The Supervisor shall be knowledgeable of all contract

requirements, competent in all custodial services performed under this contract, and shall devote 100% of their time to supervisory and contract management responsibilities while custodial operations are underway. The Supervisor shall serve as the primary point of contact for Facilities staff during the scheduled work period and shall be immediately available to respond to operational issues, emergencies, inspections, and customer requests.

- The Supervisor shall be literate and fluent in the English language. Reasons for this include, but are not limited to, the necessity to understand emergency warnings and hazards, read notifications and prepare reports, and communicate effectively with MCCCD personnel.
- The Supervisor shall be responsible for any problems with members of the crew.
- The Supervisor shall be thoroughly acquainted with the contents of the SDS sheets, and responsible for updating through periodic review.

3.2.4 Access

- No one except authorized employees of the Contractor are allowed on MCCCD property.
- Employees are not to be accompanied in the work area by acquaintances, family members or any other persons who are not authorized Contract employees.
- Access to the building, issuance and control of keys, (also to include key cards or key fobs), and reporting shall be coordinated through the site Facilities Department.
- Contractor employees shall not use the keys in their possession to allow access to any other individuals. Individuals in the building must use the keys assigned for access.
- Unless otherwise agreed upon and approved by the Director of Facilities, all keys (also to include access control cards or key fobs) will be furnished by the District and returned to a designated location at the end of the work shift.
- Replacement costs for lost keys and resultant re-keying charges shall be the responsibility of the Contractor.
- Keys remain the property of MCCCD and shall not be duplicated by the Contractor's employees.
- There will be a $25.00 charge for each key damaged through misuse.
- The Contractor shall be responsible for ensuring that all assigned doors and access points are properly secured upon completion of their work. Contractor personnel will be issued a unique access code for authorized entry into the facilities. The Contractor shall be responsible for safeguarding all assigned access credentials and shall not share access codes with unauthorized individuals. If the Contractor experiences any issues with facility access, alarm systems, or security-related concerns, they shall immediately contact the College Facilities Department or the designated after-hours Facilities contact for assistance. If College Safety is not notified, a charge could occur. This charge will be passed on to the Contractor and will be deducted from the next monthly invoice. Unauthorized attempts to bypass or disable security systems are strictly prohibited. The Contractor shall ensure all facilities are properly secured before departing the site.

3.2.5 Communication

- MCCCD feels that ongoing communication is essential for an effective, long-term partnership. Consequently, the following shall be requirements of the contract.
- Official business will be conducted via email communication. Text messages may be used for informal communication; however, official business will be directed back to email.
- The Contractor shall appoint a full-time Contract Supervisor, with cell phone access, who will be the main contact with the Director of Facilities, Manager of Custodial Services, or another designee.
- The Contract Supervisor will meet with the Facilities Director, Manager of Custodial Services, or a designee, on a bi-monthly basis, at a minimum. Contract Supervisor will accompany the Manager of Custodial Services on-site inspections as requested. The Contract Supervisor will be responsible for random, independent site inspections at a time and frequency the Contract Supervisor deems necessary but at least once weekly. A written report (by e-mail) with any accompanying photos shall be provided for ALL site inspections as an official record. These records shall be archived electronically in a manner that can be accessed by both the Contractor and the Facilities Director, Manager of Custodial Services, or another designee.

3.2.6 Daily Log

- The Contractor shall supply a Daily Log form which is acceptable to the Facilities Director or designee.
- Failure to comply with this requirement may be grounds for termination of the contract. The Daily Log shall be reviewed by the Supervisor upon arrival for work to obtain information regarding additional requirements for the work schedule and discrepancies reported by MCCCD personnel in work performance. The Supervisor shall be responsible for checking and signing to the fact that all the daily requirements have been met, that only those crew personnel actually present have signed in and out, and that a reply of action is given for each comment listed. The Supervisor should also list any additional comments necessary to be brought to the attention of the Director of Facilities, such as lighting, mechanical, and plumbing problems or security considerations.
- Non-compliance with requirements or falsification of the Daily Log shall be brought to the attention of the Contractor for immediate corrective action. Such action shall be reported to MCCCD.
- The Daily Log shall contain as a minimum:
    - Work Orders closed.
    - Personnel coverages or time shortages.
    - Potential safety or security concerns
    - Inspections performed (locations, scores, deficiencies).

- Work Orders created
- Schedule of upcoming periodicals or projects
- An additional comments/reply section

3.2.7 Cleaning Supplies

- The Contractor is responsible for furnishing all equipment and all cleaning supplies necessary to perform the contract requirements.
- All cleaning equipment, dispensers and supplies must be maintained in a safe working manner.
- THE CAMPUS WILL SUPPLY ALL CONSUMABLES / REFILL SUPPLIES FOR ALL DISPENSERS. THIS WILL INCLUDE DISPENSER BATTERIES, TOILET PAPER, PAPER TOWELS, SOAP CARTRIDGES, HAND SANITIZER CARTRIDGES, AIR FRESHENER REFILLS, URINAL SCREENS, TRASH CAN LINERS AND LIGHT BULBS.
- The Contractor shall ensure that sufficient quantities of equipment and cleaning supplies are kept available to avoid shortages and to alert the Facilities Director or designee of any shortage of these items.
- The Contractor shall ensure that sufficient quantities of equipment and cleaning supplies are kept available to avoid shortages and to alert the Facilities Director or designee of any shortage of these items.
- The Contractor shall submit a Monthly Consumables Usage Report to the College Facilities Director and Custodial Manager no later than the fifth (5th) business day of each month. The report shall identify all District-furnished consumable supplies installed or used by the Contractor during the previous month, including quantities issued, quantities used, current inventory levels, and any anticipated replenishment needs. The report shall be submitted electronically in a format approved by the College and shall be used to monitor inventory levels, identify usage trends, and support efficient inventory management.
- The Contractor shall submit for approval a list of all products to be used to fulfill the requirements of the contract.
- If, in the judgment of MCCCD, the Contractor's equipment and cleaning products do not provide effective sanitation and cleanliness of the facilities or are not aesthetically acceptable, the Contractor will be asked to make substitutions which are agreed upon by the Facilities Director.
- The Contractor is responsible for providing the Facilities Director all hazardous safety data sheets (SDS) for all chemicals used, and maintain a current SDS book at the site.
- All cleaning equipment and supplies shall be used in accordance with manufacturer's directions.
- All equipment, supplies, and other materials are to be stored in specific areas designated by the Facilities Director, or designee.
- The Contractor shall be responsible to keep these areas neat and clean to meet all regulatory requirements, such as ADOSH regulations and fire codes.

- All equipment shall be kept in good working order at all times.
- When possible, cleaning supplies should be Green Seal Certified products that are recyclable, biodegradable and non-polluting.
- Any additional materials, equipment or labor needed to meet the requirements of these specifications and the APPA 2 cleaning standard as described in APPENDIX B shall be supplied by the Contractor as part of this contract.

3.2.8 Recycling Program

- As a requirement of this contract, the Contractor will assist in any recycling program in place or subsequently begun at the site by the regular emptying of recycling containers.
- No Contractor employee shall engage in independent recycling.

3.2.9 Written Approval

- Written approval from the Director of Facilities is required prior to performing work beyond the requirements of this RFP.
- Failure to obtain prior written approval will result in nonpayment of the resultant invoice.
- Written approval shall be submitted with the itemized invoice.

3.2.10 Work Schedule

- Work schedule shall be determined at the time services are requested.
- The schedule must be approved by the Facilities Director or designee; prior to beginning work under the contract.
- Work schedule may be required to be modified due to unforeseen circumstances, i.e. change in class schedule, change in MCCCD staffing, pandemic, natural disaster, etc. Any changes to the schedule must be agreed upon prior to the change taking place.
- Spring, Summer, and Winter breaks may be utilized only for additional work requested by the College that is outside the base Scope of Work. All routine, periodic, project, and detailed cleaning services included in the Contract shall be completed in accordance with the required frequencies and are considered part of the Contractor's monthly contract price. Any additional services requested during academic breaks that are outside the Contract scope shall require prior written authorization from the College Facilities Director or designee and shall be performed at the negotiated contract rates or as otherwise approved by the College.

3.2.11 Quality Assurance

- Contractor to have a written Quality Assurance Plan to present to the Facilities Director, Custodial Manager or designee for approval.

- Inspections. Quality Control will be based on inspections. Contractor Supervisor or designee is to report on successes or deficiencies through inspections or inspection reports performed on an electronic platform. Spaces or items within will be evaluated against APPA 2 standards of clean (See Attachment B). Inspections are to be performed jointly as much as possible between the Contractor and MCCCD designees to ensure alignment in evaluation.
- Data trends derived from inspections will serve to inform whether contractor performance is successful or deficient.

3.2.12 Administrative and Compliance Requirements

The Contractor shall comply with the following administrative and operational requirements throughout the term of the contract:

- Maintain current Safety Data Sheets (SDS) for all chemicals used and make them readily available to the College Facilities staff upon request.
- Maintain preventive maintenance and repair records for all Contractor-owned equipment used on College property.
- Submit a monthly inventory and usage report for all District-furnished consumable supplies, including quantities used, remaining inventory, and replenishment needs.
- Ensure all floor finishes, sealers, and coatings are UL-listed or equivalent non-slip products that meet applicable safety standards.
- Do not use acid-based cleaners, harsh chemicals, or other hazardous cleaning products unless specifically approved in writing by the Facilities Director or designee.
- Ensure all disinfectants and germicides are EPA-registered and are applied in accordance with the manufacturer's recommended dwell times to achieve effective disinfection.
- Utilize only commercial-grade microfiber flat mops or microfiber cleaning systems. The use of traditional cotton or string mops is prohibited unless approved by the College for a specific application.
- Maintain all janitorial closets, storage rooms, and supply areas in a clean, organized, and safe condition.
- Ensure all Contractor personnel comply with OSHA, ADOSH, EPA, and all applicable federal, state, local, and Maricopa County Community College District safety regulations.
- Immediately report safety hazards, facility damage, water leaks, vandalism, suspicious activity, and any condition requiring immediate attention to the College Facilities.
- Maintain all required licenses, certifications, insurance, and employee training records throughout the duration of the contract and provide documentation upon request.
- Participate in periodic contract compliance audits, quality assurance inspections, and operational reviews conducted by Rio Salado College Facilities.

3.2.13 Evaluation of Awarded Contractor

MCCCD may evaluate the awarded Contractor on a long-term basis and prior to future contract extensions based upon, but not limited to, the following:

- Quarterly Business Review Scorecard (QBR) and Custodial Inspection Reports performed by MCCCD Facilities.
- Ability to assist MCCCD in long-term cost control through recommendations and progressive planning.
- Ability to assist MCCCD with its green initiatives through both products and services.
- Performance, to include as a minimum:
    - Stability of work force, including compliance with all work and meeting staffing requirements.
    - Understanding of and response time for addressing deficiencies.
    - Training, reliability, appearance and conduct of employees.
    - Flexibility in changes to work requirements or schedule required by MCCCD.
    - Dedication of point of contact for communication of contract issues.
    - Inspections and reporting (including usage reports).
    - Quality of equipment and products used.
    - Demonstrated understanding of expectations for a clean campus.
    - APPA Level 2 standard

3.2.14 Additional Services

- Proposer may offer, on a separate page referencing this Section 3.15, additional goods and/or services including associated costs/prices that are not addressed in the RFP.
- The District retains the absolute and sole discretion to examine and consider these additional goods/service options for inclusion in the contract awarded under this RFP.

3.2.15 Emergencies

- The Contractor shall provide at least one 24/7 phone number or pager number for emergency purposes and shall respond to emergency calls within 2 hours.

3.2.16 Multiple Award and Competition

- MCCCD reserves the right to award a contract to one or more Vendors based on best value as determined in accordance with Section 5 (Evaluation Criteria) and consistent with the pricing structure defined in Section 6.
- Under a multiple-award structure, MCCCD may, at its sole discretion:
    - Assign specific campuses, sites, facilities, or projects to one or more awarded Vendors

- Compete individual campuses, sites, facilities, or project scopes among awarded Vendors
- Require competitive pricing submissions for individual campuses, sites or projects
- Require supplemental pricing submissions or project-specific proposals from awarded Vendors
- Reassign, add, or remove campuses or facilities during the term of the resulting contract.

- Assignment, reassignment, addition, or removal of campuses/sites or facilities shall not constitute a contract amendment and shall not require Vendor consent, provided the assignment does not alter the awarded pricing structure, unit rates, or performance obligations beyond the scope defined in the contract.
- Nothing in this Section shall be construed to guarantee any minimum volume of work, campus or site assignment, or annual expenditure to any Vendor unless expressly stated in the resulting contract. Award under this solicitation does not create exclusivity, guaranteed assignment, or guaranteed revenue.

3.3 Respondent Questionnaire

NOTE: When responding to this section, clearly identify in your proposal response each paragraph number shown above and your response to that paragraph.

3.3.1 Provide a description of your firm. Include your firm's experience, number of years in business providing the requested services.

3.3.2 List specific individuals who would be directly assigned to this account. Provide a brief description of their respective roles and responsibilities and resumes.

3.3.3 Provide the names, addresses, and telephone numbers of your three (3) largest clients to whom you have provided similar services during the past three years. Use Attachment A to list contact details of each of these clients.

3.3.4 Address in detail your knowledge, expertise, and experience in providing the services requested in Section 3.2, Scope of Work, and your understanding and ability to comply with the requirements of this RFP.

3.3.5 Describe the manner in which your company tracks issues and resolves problems.

3.3.6 Provide any other examples, justification, or experiences that would further demonstrate your ability to provide the services requested in this RFP.

3.3.7 Has your firm had any OSHA citations in the last 3 years? If yes, provide details.

3.3.8 Identify the locations listed in Attachment C that your firm is able to service. If your firm is unable to service all locations, please specify which locations you are able to service.

PROPOSAL REQUIREMENTS

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

4.1 MINIMUM REQUIREMENTS

- 4.1.1 Must be licensed by the State that the business is in, if services requested require such licensure.
- 4.1.2 Must have carefully read and understand all parts of the RFP and certified that the Proposal is made in accordance therewith.
- 4.1.3 Must submit written answers to the Respondent Questionnaire (Section 3.3). All answers must be in the order in which the questions were asked and labeled with the specific section number.
- 4.1.4 The Proposer must submit a signed Signature Page (Section 9). Electronic signatures are acceptable. Failure to submit a signed proposal may result in rejection of the Proposal.
- 4.1.5 Must provide a completed Pricing Schedule (Section 6) signed by an authorized company signatory confirming its offer and acknowledging its understanding of the requirements of this Request for Proposal.

4.2 DEVIATIONS FROM RFP

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

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

To submit deviations the Proposer must state in the separate listing all deviations, including any additional terms, in the following format:

- Title your listing "**REQUESTED DEVIATIONS**".
- Cite the specific page and section number of each term and condition change request. Include the original MCCCD RFP Term and Condition.

- Provide a legal redline version of the original RFP language to include the requested change(s). Or immediately below the original RFP Term and Condition include the specific language you want MCCCD to consider adding or replacing.

MCCCD will consider deviation requests, both the total number and the overall scope, in determining the most advantageous offer. Deviations may affect the possibility of an award and any requests should be considered carefully.

Deviations that a winning Proposer submits after it has been selected for award, such as through a vendor standard template contract, will not be considered. If a Proposer submits a Proposal without specific deviations, and the Proposal is accepted by MCCCD, Proposer will be deemed bound by the terms of the RFP without exception.

4.3 SIGNATURE

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

4.4 AWARD CONSIDERATION

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

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

To submit deviations the Proposer must state in the separate listing all deviations, including any additional terms, in the following format:

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- Provide a legal redline version of the original RFP language to include the requested change(s). Or immediately below the original RFP Term and Condition include the specific language you want MCCCD to consider adding or replacing.

MCCCD will consider deviation requests, both the total number and the overall scope, in determining the most advantageous offer. Deviations may affect the possibility of an award and any requests should be considered carefully.

Deviations that a winning Proposer submits after it has been selected for award, such as through a vendor standard template contract, will not be considered. If a Proposer submits a Proposal without specific deviations, and the Proposal is accepted by MCCCD, Proposer will be deemed bound by the terms of the RFP without exception.

4.5 PROTESTS AND APPEALS OF CONTRACT AWARDS

Bid protests or appeals of contracts and awards shall be submitted per Chapter Nine of the Purchasing Procedures Manual.

4.6 FORMAT & SUBMITTAL REQUIREMENTS

The requested information for your RFP submittal is listed below. The documents must be submitted via the MCCCD Procurement Portal before the due date here:

https://maricopa.bonfirehub.com/portal/?tab=openOpportunities

Proposals that do not follow the Format and Submittal Requirements as outlined in the table below may be disqualified.

Document Name	File Type (PDF, Word, Excel, etc.)	# of Files Permitted	Required/Optional
Signature Page	PDF (.pdf)	One (1)	Required
Response to Minimum Requirements and Scope of Work (Section 3.1 & 3.2)	PDF (.pdf)	One (1)	Required
Response to the Respondent Questionnaire (3.3)	PDF (.pdf)	One (1)	Required
Deviations to Terms and Conditions (Section 4.2)	PDF (.pdf)	One (1)	Optional
Pricing Schedule (Section 6)	PDF (.pdf)	One (1)	Required
Attachment A	PDF (.pdf)	One (1)	Required

Important Notes:

- Take note of the type and number of files allowed. The maximum upload file size is 1000 MB.
- Do not embed any documents within your uploaded files. They will not be accessible or evaluated.
- Uploading documents may take significant time, depending on the number and size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

EVALUATION CRITERIA

The following is a listing of general and specific criteria used for the evaluation of this RFP. The areas include, but are not limited to:

5.1 General quality of responsiveness of proposer:

- A. Ability to meet all terms and conditions
- B. Completeness and thoroughness of proposal
- C. Grasp of scope of work to be performed
- D. Description of approach to be taken
- E. Evidence of effective organizational and management practices
- F. Qualifications of personnel
- G. Experience and past performance

5.2 Specific areas that will be evaluated and scored except as described in STEP THREE below:

- A. Past experience in providing comparable services to other clients.
- B. Responses to Minimum and Specific Requirements.
- C. Respondent Questionnaire responses.
- D. Pricing.

Proposals will be evaluated in accordance with the following three-step process:

STEP ONE - Verification of each proposer's compliance with the RFP general terms and conditions as listed in Section 1, 2, 7, and 8 of this RFP.

STEP TWO - Verification of each proposer's compliance that all required written responses/confirmations are thoroughly submitted.

STEP THREE – All proposals meeting the criteria as presented in Steps One and Two will be evaluated with a "points-earned compliance matrix". An evaluation committee will evaluate and score the proposals. The proposals will be ranked on a "points-earned" technical, service and financial compliance matrix. The evaluation committee may continue to evaluate proposals after the initial scoring of them by any means that it deems reasonable. If the evaluation committee schedules oral presentations, the presentations may or may not be scored and that scoring may, but is not required to be added to the previous scoring of the proposals. The evaluation committee reserves the right to use additional advisory committees or subject matter experts at any time during this RFP to assist with the evaluation.

PRICING SCHEDULE

The undersigned has read and understands all conditions and terms of RFP 3625-6, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing indicated below:

6.1 Cost/Fee Proposal

Pricing Conditions:

- All pricing submitted shall be considered maximum allowable pricing
- MCCCD reserves the right to:
  - Negotiate lower pricing at any time
  - Require competitive quotes from awarded Vendors for specific sites or scopes
- Vendors may be required to submit site-specific competitive pricing that shall not exceed the pricing submitted in response to this RFP
- MCCCD may benchmark pricing against cooperative contracts, regional public agencies, or industry indices.

The undersigned has read and understands all conditions and terms of RFP 3625-6, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing indicated below:

TOTAL COST $ _____ PER MONTH (Including Taxes)

ADDITIONAL COST BREAKOUTS

Total Cleaning Cost $ _____ Per Square foot (including supplies and taxes)

Total Porter Cost $ _____ Per hour, per person (including taxes)

Total Events Staff Cost $ _____ Per hour, per person, including weekends (including taxes)

ADDITIONAL SERVICES - BY REQUEST ONLY (Including All Supplies)

Additional Requested Service (standard cleaning) $ _____ Per Hour/Per Employee

Strip and seal ceramic tile floor $ _____ Per Square Foot

Strip and seal ceramic concrete floor $ _____ Per Square Foot

Strip and seal VCT floor $ _____ Per Square Foot

6.2 Prompt Payment Discount: _____

Other required services/fees, if any, not specifically requested in the RFP (list below)

_____$_____
_____$_____
_____$_____
_____$_____

6.2 Most Favored Government and Cooperative Pricing

The pricing provisions contained in this Section 6 and Section 6.A apply to all compensation payable under this Agreement. Unless expressly stated otherwise in this Agreement, the pricing protections, discounts, rebates, markups, commercial terms, and other pricing provisions established in Sections 6 and 6.A shall apply to all labor, inspection services, testing, preventive maintenance, repairs, replacement parts, replacement equipment, materials, software, programming, emergency services, project work, and any other goods or services furnished, provided to, or purchased by MCCCD under this Agreement.

6.2.1 **Most Favored Government Pricing.** Vendor warrants that the pricing, discounts, fees, markups, rebates, incentives, warranties, service levels, and all other commercial terms made available to MCCCD under this Agreement are at least as favorable as those available to MCCCD under any cooperative purchasing agreement that MCCCD is authorized to utilize through which Vendor offers substantially similar products or services under substantially similar commercial terms and conditions.

For purposes of this Section, pricing comparisons shall be based upon substantially similar products or services purchased in comparable quantities and under substantially similar commercial terms and conditions, including delivery requirements, payment terms, service levels, contract duration, and other material business terms.

If Vendor offers more favorable pricing or commercial terms to any public-sector entity during the term of this Agreement, Vendor shall automatically extend those same or better terms to MCCCD effective as of the date such pricing or terms first became available.

6.2.2 **Cooperative Purchasing Agreement Pricing**. Vendor acknowledges and agrees that pricing established under any cooperative purchasing agreement available to public agencies constitutes maximum allowable pricing, not fixed or preferred pricing. Under no circumstances shall MCCCD pay prices that exceed those available under any cooperative purchasing agreement that MCCCD is authorized to utilize for substantially similar products or services purchased in comparable quantities and under substantially similar commercial terms and conditions.

Vendor further warrants that the pricing provided to MCCCD shall be equal to or lower than the most favorable pricing available under any cooperative purchasing agreement available to

MCCCD through which Vendor offers substantially similar products or services. For purposes of clarification, cooperative contract pricing establishes a pricing ceiling only and shall not limit MCCCD's right to negotiate and receive lower pricing, additional discounts, rebates, incentives, concessions, or other more favorable commercial terms.

6.2.3 **Disclosure of Cooperative Contracts.** Upon request, Vendor shall provide MCCCD with a current list of all active cooperative purchasing agreements under which Vendor offers substantially similar products or services. The list shall identify the cooperative organization, contract number, lead agency, contract term, covered products or services, and applicable pricing methodology or discount structure. Vendor shall notify MCCCD within thirty (30) days of any new cooperative contract or any material pricing change that may result in more favorable pricing or commercial terms.

6.2.4 **Annual Certification.** Upon request by MCCCD, Vendor shall certify in writing that the pricing and commercial terms established under this Agreement comply with this Section and shall identify any pricing reductions or improved commercial terms made available during the preceding twelve (12) months.

6.2.5 **Duty to Notify.** Vendor has a continuing affirmative obligation to monitor its pricing and commercial terms available under cooperative purchasing agreements that MCCCD is authorized to utilizeand shall provide written notice to MCCCD within thirty (30) calendar days after any of the following occurs:

- Vendor offers or makes available lower pricing, greater discounts, reduced fees or markups, rebates, incentives, or other more favorable commercial terms for substantially similar products or services purchased in comparable quantities and under substantially similar commercial terms and conditions;
- Vendor enters into a new cooperative purchasing agreement or modifies an existing cooperative purchasing agreement in a manner that results in pricing or commercial terms more favorable than those provided to MCCCD; or
- Vendor becomes aware of any circumstance that would require a price reduction or other adjustment under this Agreement.

The notice shall identify the effective date of the pricing change, the affected products or services, the revised pricing or commercial terms, and the date on which such pricing or terms shall become effective for MCCCD. Any required price reduction or improvement in commercial terms shall apply automatically as of the effective date of the more favorable pricing or terms, regardless of whether Vendor provides the required notice.

Vendor's obligation to provide notice is continuous throughout the term of the Agreement and is independent of any request by MCCCD. Failure to provide timely notice shall constitute a material breach of the Agreement and shall not limit MCCCD's right to recover overcharges, obtain refunds or credits, exercise audit rights, or pursue any other remedies available under the Agreement or applicable law.

6.2.6 **Verification and Audit.** MCCCD may request documentation reasonably necessary to verify Vendor's compliance with this Section, including pricing schedules, discount methodologies, cooperative contract summaries, and other supporting documentation. Vendor shall provide

the requested documentation within fifteen (15) calendar days after receipt of MCCCD's written request, unless MCCCD agrees in writing to a longer period. Vendor may redact proprietary information that is not necessary to verify pricing compliance.

6.2.7 **Automatic Price Adjustments.** Any reduction in pricing or improvement in commercial terms made available under a cooperative purchasing agreement that MCCCD is authorized to utilize for substantially similar products or services shall apply to this Agreement effective as of the date such pricing or commercial terms first became available. No further negotiation or contract amendment shall be required for MCCCD to receive such pricing.

6.2.8 **Refund of Overcharges.** If MCCCD determines that Vendor has failed to comply with this Section, Vendor shall promptly refund or credit all overcharges retroactive to the date the lower pricing became effective. Such refund or credit shall be issued within thirty (30) calendar days after MCCCD's written determination of noncompliance unless the parties mutually agree otherwise in writing.

6.2.9 **Anti-Circumvention.** Vendor shall not avoid or limit its obligations under this Section by assigning different model numbers, stock keeping units (SKUs), manufacturer part numbers, product descriptions, service descriptions, packaging configurations, licensing metrics, service bundles, or other nomenclature to products or services that are functionally equivalent or substantially similar. Pricing comparisons shall be based upon functional equivalency, performance, specifications, and commercial comparability rather than solely upon product identifiers, catalog numbers, or contract descriptions. Any product or service that is substantially equivalent in function, performance, and intended use shall be deemed comparable for purposes of this Section.

6.2.10 **New Products and Services.** Any products, equipment, software, materials, labor classifications, or services introduced, offered, sold, or otherwise made available by the Vendor during the term of this Agreement that are the same as, substantially similar to, or functionally equivalent to those covered by this Agreement shall automatically be deemed included within the scope of this Agreement and shall be subject to all applicable pricing protections, discounts, markups, rebates, volume pricing, and other commercial terms established in Sections 6 and 6.A. The Vendor shall not circumvent or avoid the application of such terms by modifying product names, descriptions, classifications, packaging, delivery methods, or service categories. No deviation from or exception to the terms of this Section shall be effective unless expressly approved in advance in writing by MCCCD.

6.2.11 **Construction**. This Section establishes minimum pricing protections for MCCCD and shall be interpreted to ensure that MCCCD receives pricing and commercial terms that are no less favorable than those made available to other public-sector entities or through cooperative purchasing agreements. Nothing in this Agreement shall be construed to limit MCCCD's right to negotiate or receive more favorable pricing or commercial terms.

6.3 Volume-Based Pricing and Aggregate Annual Purchasing Volume Discounts

MCCCD consists of approximately seven million square feet of facilities located throughout Maricopa County. As a result of its size and purchasing volume, MCCCD expects to realize additional pricing advantages based upon its Aggregate Annual Purchasing Volume, as defined in Section 6.3.1.

Vendor shall submit its complete volume-based pricing schedule, including all available pricing tiers, discounts, rebates, reduced markups, credits, and other pricing concessions available to public-sector customers. Vendor shall disclose all Aggregate Annual Purchasing Volume thresholds that qualify MCCCD for additional pricing concessions and shall identify the pricing, discounts, rebates, credits, reduced markups, or other commercial benefits that become effective upon attainment of each threshold

At a minimum, Vendor shall provide:

- Aggregate Annual Purchasing Volume thresholds.
- The corresponding percentage discount, reduced markup, rebate, or other pricing concession applicable at each threshold.
- Whether discounts apply prospectively or retroactively to purchases made during the contract year.
- Any exclusions or limitations**.**

Once an Aggregate Annual Purchasing Volume threshold is reached, the corresponding pricing tier shall automatically apply without further negotiation or amendment. If a higher pricing tier is achieved during the contract year, Vendor shall apply the improved pricing effective as of the date the threshold was reached and shall issue any applicable credits or refunds for purchases that qualify for the improved pricing.
Nothing in this Section limits MCCCD's right to negotiate additional discounts or more favorable pricing at any time. The volume discount schedule shall be cumulative with, and shall not diminish or replace, any discounts, rebates, concessions, or most favored pricing obligations required elsewhere in this Agreement.

The pricing tiers below represent the minimum information required. Vendors are encouraged to propose additional purchasing volume tiers or more favorable pricing structures that provide greater value to MCCCD.

Aggregate Annual Purchasing Volume	**Additional Discount (%)**	**Reduced Markup**	**Rebate/Credit**
$0–100,000	_____%	_____%	_____%
$100,000–$250,000	_____%	_____%	_____%
$250,001–$500,000	_____%	_____%	_____%
$500,001–$1,000,000	_____%	_____%	_____%
$1,000,000-$2,000,000	_____%	_____%	_____%
Over $2,00,000	_____%	_____%	_____%

Unless expressly identified by the Vendor in its proposal and accepted by MCCCD as mutually exclusive, all discounts, rebates, credits, reduced markups, and other pricing concessions shall be cumulative and applied to achieve the lowest total cost to MCCCD.

Vendors shall identify all available volume discounts, rebate programs, enterprise pricing tiers, reduced markups, and other pricing concessions available to MCCCD. If a discount, rebate, reduced markup, credit, pricing concession, or expenditure tier is not available, the Vendor shall enter "0%", "Not Applicable (N/A)," or otherwise clearly indicate that no additional pricing concession is offered for the applicable category or expenditure tier. Blank entries are not permitted. Failure to disclose available pricing concessions shall not relieve the Vendor of its obligations under Section 6.

6.3.1 **Aggregate Annual Purchasing Volume.**

For purposes of this Agreement, Aggregate Annual Purchasing Volume means the total value of all purchases made by MCCCD under this Agreement during each contract year. Aggregate Annual Purchasing Volume shall include all payments for labor, inspection services, testing, preventive maintenance, emergency service, repairs, replacement parts, replacement equipment, materials, software, programming, recharging, project work, and any other authorized products or services furnished or provided to MCCCD under this Agreement.

For purposes of calculating Aggregate Annual Purchasing Volume, the value of authorized change orders, approved additional services, emergency services, repairs, replacements, and other authorized work performed under this Agreement shall be included.

Aggregate Annual Purchasing Volume shall be calculated based upon the combined purchases of the Maricopa County Community College District, including, without limitation, all colleges, campuses, centers, district offices, administrative units, departments, programs, and any other authorized purchasing entities.

Vendor shall not establish separate expenditure thresholds, pricing tiers, or discount calculations for individual colleges, campuses, centers, departments, or organizational units. All eligible purchases made under this Agreement shall be combined and treated as a single enterprise-wide purchasing volume for purposes of determining the highest applicable discount tier.

Any pricing tier or volume discount earned through MCCCD's aggregate annual purchasing volume shall automatically apply to all subsequent purchases made under this Agreement and, where applicable, shall be applied retroactively to purchases made during the contract year from the date the applicable expenditure threshold was achieved.

Vendor acknowledges that MCCCD intends to leverage its enterprise-wide purchasing power to obtain the maximum available discounts and pricing concessions, and Vendor shall offer pricing that reflects the aggregate purchasing volume of the entire District rather than individual purchasing locations or organizational units.

Volume discounts shall apply to all pricing categories identified in the Vendor's proposal, including inspection services, labor rates, replacement parts, equipment, materials, markups,

emergency service, and any other contract pricing unless expressly excluded and approved by MCCCD in writing.

6.3.2 **Application of Pricing Protections.**
Where more than one pricing protection, discount, rebate, reduced markup, or other pricing concession is applicable to a purchase under this Agreement, MCCCD shall receive the combination of pricing terms that results in the lowest total cost. The pricing protections contained in Section 6 are cumulative and complementary and shall not be construed to limit one another. In the event of any inconsistency, the pricing provision that provides the greatest financial benefit to MCCCD shall govern.

Costs/Fees listed shall include all overhead and profit. No billing will be accepted that shows any other costs than those listed. This includes, but is not limited to, travel, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, fuel charges, office supplies, etc.

Any contractor that MCCCD is doing business with must agree to e-billing.

Please confirm that the authorize agent preparing this Proposal has read, understands, and will ensure his/her firm's compliance with the provisions of this section:

Authorized Agent's Name and Initials: _____

You may submit a more detailed pricing schedule (using the same formatting) in lieu of the above as an attachment to this page, but the pricing schedule must be completed, initialed and included with your proposal.

SPECIAL TERMS AND CONDITIONS

Any deviations to the Special Terms and Conditions **MAY be considered in this proposal**

These General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCD's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCD and successful Proposer ("Contract"). MCCCD reserves the right to negotiate with the successful Proposer and modify any of the provisions of the Contract upon mutual written agreement of the parties. The RFP, amendments to it, and MCCCD's purchase order terms will take precedence over any inconsistent terms in a proposal or other documents. The term "days" as used in this Contract means business days, unless otherwise specified.

7.1 INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. MCCCD in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract by the contractor, its agents, representatives, employees, or subcontractors and the contractor is free to purchase additional insurance.

Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A - VII or better. At the signing of this Agreement, Contractor shall furnish the MCCCD with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. Certificate of Insurance shall be sent to:

Facilities Directors (See Attachment C)
College or District Office and address
risk.management@domail.maricopa.edu

The insurance policies, except Worker's Compensation, must be endorsed as require by this written agreement to name MCCCD and its agents, officers, officials, employees, and volunteers as additional insureds or its equivalent:

The Maricopa County Community College District and its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the contractor.

Contractor and, if applicable, any subcontractors will notify the MCCCD Risk Manager by certified mail promptly if it receives notice or the expiration, cancellation, suspension, or material change in its insurance coverage, but in no case fewer than 30 days before the action specified in the notice. The Contractors insurance must be primary, and any insurance or self-insurance maintained by MCCCD will not contribute to it. If any part of the Agreement is subcontracted, these insurance requirements also apply to all subcontractors.
The contracting College or District Office, with approval from MCCCD Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action between the College or District Office and MCCCD Risk Management will not require a formal Contract amendment but may be made by administrative action.

In the event any professional liability insurance required by this Contract is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed. Contractor's work or services and must be evidenced by annual certificates of insurance. Contractor shall notify the MCCCD Risk Manager by certified mail promptly if it receives notice or the expiration, cancellation, suspension, or material change in its insurance coverage, but in no case fewer than 30 days before the action specified in the notice. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCD shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Property $50,000
- Each Occurrence $1,000,000

If applicable, **Commercial Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000.00 each occurrence with respect to the Contractor's and, if applicable, the sub-contractor's owned, hired, and non-owned vehicles.

Worker's Compensation insurance with limits statutorily required by any Federal or State law and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

If applicable, **Professional Liability** insurance covering acts, errors, mistakes, omissions rising out of the work or services performed by the Contractor, or any person employed by the
Contractor, with a limit of not less than:

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

7.2 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

MCCCD information that is required to be kept confidential will be kept so in perpetuity.

For purposes of this Contract, Confidential Information is defined as any and all MCCCD information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation, or by contract. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding MCCCD employees and students, protected health information (as defined by the Health Insurance Portability and Accountability Act of 1996 and its regulations), and other personal information relating to an identified or identifiable natural person. In addition, Confidential Information includes business and marketing plans, strategies, data, technology and technical information, access credentials, system information, institutional financial and performance records and other information that is proprietary to or developed by MCCCD.

7.2.1 Confidential Information does not include (i) information the receiving party already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Contract, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. . If Contractor is required by law to transfer, disclose or permit access to or use of Confidential Information by a third party, Contractor will promptly notify MCCCD in advance of such action and cooperate with MCCCD to limit the extent and scope of such transfer or disclosure.

7.2.2 If the Contractor potentially has access to MCCCD Confidential Information under this Contract, Contractor agrees that Confidential Information provided to it, or to which it may have access, during the provision of service, will be used only and exclusively to support the service and service execution and not for any other purpose. Contractor agrees that Confidential Information will not be further disclosed to any third-party without the express written consent of MCCCD. Such use will not include examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). Contractor may use aggregate statistics on service usage solely for internal business purposes to enhance or optimize the functionality of the service provided under the Agreement provided that such data cannot be attributed to any individual following anonymization and aggregation and no MCCCD Confidential Information is retained by Contractor.

7.2.3 Contractor will limit access to Confidential Information to its employees with a need to know the Confidential Information to carry out the activities under this Contract and will instruct those employees to keep the information confidential. It is understood, however,

that Contractor may disclose the MCCCD Confidential Information on a need-to-know basis to its contractors, subcontractors, and vendors who are performing services, provided those contractors, subcontractors, and vendors have executed confidentiality agreements and have agreed to materially the same or greater security obligations as Contractor provides with respect to MCCCD Confidential Information hereunder, and further provided that Contractor shall remain legally and financially liable for any unauthorized disclosure of the MCCCD Confidential Information by those contractors, subcontractors, and vendors. The access rights of any employees, contractors, and subcontractors will be removed immediately by Contractor upon termination or adjusted upon change in job function when such access is no longer necessary. Contractor will closely monitor physical and logical access to Confidential Information, including areas where it stores Confidential Information. Without limiting the foregoing, Contractor shall maintain and only allow access to Confidential Information in the United States. Contractor shall obtain MCCCD's written consent prior to allowing access to Confidential Information from outside the United States, or transferring systems containing Confidential Information outside the United States.

If a Contractor staff person or Contractor subcontractor potentially will have access to MCCCD's network, facilities, data, Confidential Information, and/or Sensitive Information, they may not perform any work involving such access until they have received MCCCD's privacy and security training, and/or accepted and agreed to adhere to MCCCD's privacy and security policies and procedures and have entered into a non-disclosure agreement with MCCCD. If exigent circumstances are presented, all or part of this requirement may be waived in writing by MCCCD's Chief Privacy Officer or General Counsel.

7.2.4 At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.

7.2.4.1 These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed MCCCD's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate MCCCD representative with copies of those policies and plans upon request.

7.2.4.2 Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to MCCCD. Contractor will supply the appropriate MCCCD representative with copies of those policies upon request.

7.3 RECORD AND DATA RETENTION, OWNERSHIP, ACCESS AND DECOMMISSIONING

7.3.1 As a political subdivision of the State of Arizona, MCCCD is subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to Arizona Revised Statutes §41-151.12, MCCCD must retain records according to established retention periods. Records required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, if applicable, the Contractor's hosted system shall have the ability to:

A. Archive records according to variable time periods/life cycles;
B. Search and retrieve records based upon content;
C. Place a litigation hold on records to ensure that they are not deleted;
D. Grant direct access to MCCCD for its own search and production of records;
E. Preserve meta data;
F. Produce electronic records in their native format; and
G. Comply with the Americans with Disabilities Act.

7.3.2 MCCCD owns all of the records and data of which Contractor has custody on MCCCD's behalf. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Contract or, if the Contract is silent, without the express written approval of an authorized MCCCD representative. Contractor will work with MCCCD to transfer all of MCCCD's records and data to MCCCD on the termination or expiration of this Contract.

7.3.3 Contractor agrees to provide MCCCD access to records and Confidential Information that Contractor holds or uses on behalf of MCCCD upon written request of MCCCD with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCD and will maintain a record of those changes.

7.3.4 Contractor agrees to maintain, and provide to MCCCD if requested, a record of when and to whom Confidential Information is disclosed.

7.3.5 MCCCD agrees to provide Contractor with adequate notice of any further limitations or restrictions on the use of Confidential Information, and modifications to the amendment of records or accounting of disclosures.

7.3.6 Confidential Information of the disclosing party will be returned to the disclosing party or securely destroyed promptly upon request of the disclosing party without retaining any copies thereof, with any destruction confirmed in writing by receiving party, with any destruction confirmed in writing by receiving party, except to the extent copies are required by law to remain with Contractor.

7.4 MCCCD CONTRACTOR SECURITY AND HOSTING PRACTICES AND STANDARDS

This document identifies the security practices that are required for Contractor performing information technology services for MCCCD.

I. Definitions

The term “Authorized Visitor” means visitors who are pre-approved by MCCCD to access the Environments.

The term "Continental United States" refers to all of the United States on the North American continent. The Continental United States includes 49 states, i.e., each of the 50 states exclusive of Hawaii.

The term “Environment(s)” means MCCCD’s technology environments to which Contractor is granted access in order to provide the services.

The term “Service Location(s)” means Contractor offices from which the Environments may be accessed.

The term “Service(s)” means the information technology service(s) described and set forth under a written contractual agreement between MCCCD and Contractor.

The term “Subcontractors” means subcontractors retained by Contractor and its subsidiaries that assist in performing the Services.

II. Security Policies

Contractor’s corporate security policies must cover the management of security for both its internal operations as well as the Services Contractor provides to its customers, and apply to all Contractor employees, subcontractors and third-parties to Contractor, temporary employees, and individuals and legal persons that are involved in delivering services. These policies, which are aligned with the ISO/IEC 17799:2005 and ISO/IEC 27001:2005 standards, govern all areas of security applicable to the services.

Organizational Security

Contractor policy should describe the roles and responsibilities of various teams and individuals involved in information security at Contractor, including the executive-level oversight committee, corporate information, all lines of business (LoBs) and individual ISMs who are assigned by each LoB to represent the security leadership of each organization.

The policy should also describe the principles for development, executive approval, implementation, and maintenance of all information security policies and practices at Contractor. This over-arching information security policy also describes governing principles such as 'need to know', least privilege, and segregation of duties.

- All individuals and legal persons who are involved in delivering Services are subject to Contractor security policies.

Asset Classification and Control

- Contractor policy should provide guidelines for all Contractor personnel regarding information classification schemes and minimum handling requirements associated with those classifications in an effort to ensure proper protection of Contractor and MCCCD information assets.

Contractor policy should require the implementation of anti-virus and personal firewall software and strongly recommends the use of Software Update Service (SUS) for Windows on desktop and laptop computers.

- Contractor policy should set requirements for use of the Contractor corporate network, computer systems, telephony systems, messaging technologies, Internet access, and other company resources.

Human Resource Security

- Contractor should have a code of conduct that sets forth Contractor's high standards for ethics and business conduct at every level of the company, and at every location where Contractor does business throughout the world.
- The standards apply to employees, independent contractors, and temporary employees and cover the areas of legal and regulatory compliance and business conduct and relationships.
- Compliance-tracked training in ethics and business conduct and confidential information handling is required once every two years.

Physical and Environmental Security

- Contractor should have a policy that states corporate-level mandates for log retention, review, and analysis. Areas covered include minimum log requirements, responsibilities for the configuration and implementation of logging, alert review, problem management, retention, security and protection of logs, as well as compliance review.
- Contractor should have a policy that establishes guidelines for secure erasure of information, from all types of electronic and physical media, where use for current purposes is no longer needed and a decision has to be made regarding recycling or destruction. The policy is intended to protect Contractor resources and information from security threats associated with the retrieval and recovery of information on electronic media.

Access Control

- Contractor should have a policy that describes logical access control requirements for all Contractor systems, including authentication, authorization, access approval, provisioning, and revocation for employees and any other Contractor -defined 'users' with access to Contractor systems which are not Internet facing publicly accessible systems.
- Contractor should have a policy that requires protection of information assets by Contractor employees, through the use of strong password controls where passwords are being used as a method of authentication.
- Contractor's policy should describe the identity and access management method to define, allocate, adjust or remove an identity. The policy should address the characteristics of an identity, so as to ensure each identity is unique

Business Continuity Management

- Contractor should have a policy that addresses the requirements for the development, maintenance and testing of emergency response, disaster recovery, and business continuity practices to minimize the impact of business disruptive events on Contractor's internal business operations globally.
- Contractor has a Business Continuity Plan that addresses MCCCD's business continuity requirements and this plan is tested at least once (1 time) every contract year

Compliance

- Contractor should have a policy that describes Contractor's treatment of data that resides on Contractor, MCCCD or third-party systems (including personally identifiable information or "PII") to which Contractor may be provided access in connection with the provision of the Services.
- Contractor must have a policy that requires reporting of and response to information security incidents in a timely and efficient manner. Contractor must also maintain a detailed incident response plan to provide specific guidance for personnel involved in or supporting incident response.
- Contractor must have a policy that provides requirements for Contractor employees to notify

identified contacts internally, in the event of suspected unauthorized access to MCCCD data, PHI, PII and PCI.

III. Physical Security

Physical Security Safeguards: Contractor must maintain the following physical security standards, which are designed to prohibit unauthorized physical access at the Service Location(s).

- Physical access to Service Locations is limited to Contractor employees, Subcontractors and Authorized Visitors.
- Contractor employees, subcontractors and authorized visitors are issued identification cards that must be worn while on the premises.
- Authorized Visitors are required to sign a visitor's register, be escorted and/or observed when they are on the premises, and/or be bound by the terms of a confidentiality agreement with Contractor.
- Contractor security monitors the possession of keys/access cards and the ability to access Service Locations. Staff leaving Contractor's employment must return keys/cards and key/cards and all other access are deactivated upon termination.
- After-hours access to Service Locations is monitored and controlled by Contractor security.
- Contractor security authorizes all repairs and modifications to the physical security barriers or entry controls at Service Locations.

Employee Security Requirements

Contractor employees must be required to take various measures to protect the security of the Environments. Employee obligations include written confidentiality agreements and compliance with company policies concerning protection of confidential information (e.g., Contractor code of conduct, acceptable use and information protection policies). Employees also are required to take the following measures to protect MCCCD's data:

- Store materials containing data securely and share those materials internally only for the purposes of providing the services.
- Dispose of paper copies of confidential materials and materials containing data in shredding bins designated for confidential information, and not in non-secure recycling bins or trashcans.

Subcontractors

- Contractor will obtain a written confidentiality agreement from each subcontractor before the subcontractor provides services. In addition, subcontractors that require access to MCCCD's Environments are required to sign a services provider agreement and a network access agreement. Included in the services provider agreement are the Contractor standards, which require the subcontractor to implement physical, technical and administrative safeguards consistent with Contractor's obligations under MCCCD's order and this document.
- Contractor is responsible for assuring that its subcontractors access, use, and protect the security of the Environments in a manner consistent with the terms of MCCCD's order and this document.

Employee Training

- All Contractor employees are required to complete information protection awareness training upon hiring and at least every two years thereafter. The course instructs employees on their obligations under the various central Contractor privacy and security policies. The course also trains employees on data privacy principles as well as data handling practices that may apply to

their jobs at Contractor and are required by company policy, including those related to notice, consent, use, access, integrity, sharing, retention, security and disposal of data.

- Contractor performs periodic compliance reviews to determine if employees have completed the online data privacy awareness-training course. If Contractor determines that an employee has not completed this training, the employee will be promptly notified and instructed to complete such training as soon as practicable, and may be subject to disciplinary action.
- Contractor promotes awareness of, and educates employees about, issues relating to security. Contractor prepares and distributes to its employees notices and other written material on security.

Enforcement

- Contractor must conduct security reviews, assessments, and audits periodically to confirm compliance with Contractor information security policies, procedures and practices. Employees who fail to comply with information security policies, procedures and practices may be subject to disciplinary action, up to and including termination.
- MCCCD will be entitled to audit Contractor's Security Policies every year, once per year.

VII. Additional Contractor Practices

Computer Virus Controls*:* Contractor must maintain the following computer virus controls for computers issued to Contractor employees:

- Contractor maintains a mechanism within the Contractor network that scans all email sent both to and from any Contractor recipient for malicious code and deletes email attachments that are infected with known malicious code prior to delivery.
- Contractor requires all Contractor employee laptops and other devices used to connect to the MCCCD network to be loaded with virus protection software. Contractor maintains mechanisms to ensure that virus definitions are regularly updated on all devices, and that updated definitions are published and distributed to employee devices. From time to time, Contractor Global Information Security will conduct compliance reviews to ensure employees have the virus software installed and up-to-date virus definitions on all desktops and laptops.

GENERAL TERMS AND CONDITIONS

Any deviations to the General Terms and Conditions will NOT be considered in this proposal

These General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCD's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCD and successful Proposer ("Contract"). MCCCD reserves the right to negotiate with the successful Proposer and modify any of the provisions of the Contract upon mutual written agreement of the parties. The RFP, amendments to it, and MCCCD's purchase order terms will take precedence over any inconsistent terms in a proposal or other documents. The term "days" as used in this Contract means business days, unless otherwise specified.

8.1 PARTIES TO AGREEMENT

The Contract shall be between the MCCCD and the successful Proposer ("Contractor").

8.2 LIABILITY FOR TAXES

The Contractor is responsible for paying all taxes applicable to its operations, business property and income. MCCCD shall not be liable for any tax imposed either directly or indirectly upon the Contractor, except that MCCCD will pay as part of the Contract price any transaction privilege or use tax assessed on Contractor's provision of the services or materials under the Contract.

8.3 FORCE MAJEURE

If the performance of a party under this Contract is interrupted or suspended due to riots, war, public emergencies or calamities, fires, earthquakes, Acts of God, government restrictions, labor disturbances or strikes, or other condition beyond any control of that party ("Force Majeure"), performance by that party will be suspended for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must promptly deliver notice to the other party identifying the Force Majeure and use its best efforts to perform to the extent that it is able. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Contract by providing written notice to the other party. Alternatively, the parties may agree to extend the term of the Contract for a period of time equal to the time equal to the Force Majeure.

8.4 CONTRACT ASSIGNMENT

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

8.5 NO WAIVER

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

8.6 FINANCIAL TRANSACTIONS

If the Contractor is responsible for handling any type of financial transaction for MCCCD, the Contractor shall demonstrate annually, as applicable, that it complies with the Statement on Standards for Attestation Engagements (SSAE) No. 16, known as SSAE 16, established by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA). The Contractor shall provide its annual report, as applicable, on a reporting form or forms adopted as part of SSAE No. 16 no later than 30 days after MCCCD requests it in writing.

8.7 CONTRACT EXTENSION

Should the RFP provide options for extending the Contract beyond its initial term, MCCCD reserves the right to exercise those options without prior written notice and by the issuance of a purchase order or Procurement card to the Contractor. If the Contractor does not wish to renew the Contract, it must submit a written notice of its desire to cancel, which must be received by MCCCD's Purchasing Department no later than ninety (90) days prior to the end of the current term.

Notwithstanding that the Contractor has sent a notice of intent not to renew, MCCCD reserves the right to unilaterally extend the Contract for a period of sixty (60) days beyond the final option term of the contract should it be determined it is in the best interests of MCCCD to do so.

8.8 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

If Contractor has access to students' educational records, Contractor shall safeguard those records and limit its employees' and/or agents' access to the records to those persons for whom access is essential to the performance of this Contract. Contractor is prohibited from disclosing those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCD and Contractor to release the information according to the authorization. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any subcontractors involved in the Contract work also comply.

1. MCCCD acknowledges that certain information about MCCCD's students is contained in records it maintains and that this information can be confidential by reason of the Family and

Educational Rights and Privacy Act of 1974 (20 USC 1232g) and related Institution policies unless valid consent is obtained from MCCCD's students or their legal guardians, where applicable. Both parties agree to protect these records in accordance with FERPA and Institution policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The MCCCD shall advise Contractor whenever any MCCCD's students have requested a privacy block, prohibiting release of FERPA protected information.

2. Contractor agrees that it may create, receive from or on behalf of MCCCD, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g (collectively, the "FERPA Records"). Contractor represents, warrants, and agrees that it will:
    a. hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as
        i. permitted or required by this Agreement,
        ii. required by law, or
        iii. otherwise authorized by Institution in writing;
    b. safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and
    c. continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement.
3. At the request of MCCCD, Contractor agrees to provide MCCCD with a written summary of the procedures Contractor uses to safeguard the FERPA Records.
4. For purposes of this Agreement, both Parties shall designate each other as a school official with a legitimate educational interest in the educational records of participating students to the extent that access to School's records is required to carry out the terms of this Agreement.

8.9 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless MCCCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Contract, or from the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Contract. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of indemnification in this paragraph.

8.10 PERMITS

The Contractor shall be responsible for filing for, obtaining and paying for all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws.

8.11 PROVISION OF SUPPLIES, MATERIALS AND LABOR

The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the services or materials it supplies under this Contract, or in subsequent extensions or amendments.

8.12 CONFLICT OF INTEREST

Notice is given of Arizona Revised Statutes §38-511 under which MCCCD may cancel a contract without recourse for any conflict of interest described in that law.

See: http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/38/00511.htm&Title=38&DocType=ARS

8.13 SAFEKEEPING OF RECORDS

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

8.14 AUDITS

Contractor shall make available during normal business hours and with advance notice from MCCCD all records pertaining to the Contract for purposes of audit by MCCCD staff or other public agencies having jurisdiction over or audit rights involving the expenditure of MCCCD funds.

8.15 UNAUTHORIZED COSTS OR COSTS OUTSIDE SCOPE OF AGREEMENT; TRAVEL

Costs or expenses of the Contractor relating to its performance of this Contract that are not included in the Contract price or are not authorized by the Contract are the sole responsibility of the Contractor and not of or reimbursable by MCCCD. If the Contract specifies that MCCCD will reimburse the Contractor a specific cost, Contractor may not charge MCCCD that cost without MCCCD approving a prior estimate of it. Additionally, MCCCD reimburses travel and related expenses only at the rate that it reimburses its employees.

8.16 NON-DISCRIMINATION

Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against

all individuals based on their race, color, religion, sex, age, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability. MCCCD also prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), disability, veteran status or genetic information.

1. Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, color, and national origin (Title VI) and race, religion, color, or national origin, and gender (Title VII); 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities.
2. Contractor agrees that while interacting with Maricopa County Community College District employees and students, it will comply with Title IX of the Education Amendments of 1972 (20 USC 1681), which prohibits discrimination on the basis of sex in any federally funded education program or activity. Contractor must include this provision in every subcontract or purchase order relating to purchases by MCCCD to ensure that the subcontractors and vendors are bound by this provision.
3. Contractor additionally agrees that it will cooperate with any investigation by MCCCD of a claimed violation of the above, to abide by any interim measures imposed during the course of an investigation and/or final measures imposed as a result of an investigation, and that its contract may be terminated without further recourse in the event of a finding of a violation by Contractor or its employees, subcontractors and related parties.

8.17 COMPLIANCE WITH IMMIGRATION LAWS; LEGAL WORKER'S ACT

The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments) and shall indemnify, hold harmless, and defend MCCCD from any and all costs or expenses whatsoever arising out of Contractor's noncompliance. To the extent applicable to this Contract under Arizona Revised Statutes § 41-4401, Contractor warrants on behalf of itself and its subcontractors that it verifies the employment eligibility through the E-Verify program of any employee it hires and complies with federal immigration laws and regulations relating to their employees. The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments to it) and shall indemnify, hold harmless, and defend MCCCD from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance with that law. Additionally, Contractor agrees to abide by all applicable laws that apply to it and this Contract, including executive orders of the Governor of the State of Arizona.

8.18 CONTRACT TERMINATION

MCCCD may terminate this Contract for convenience by giving Contractor 15 days' written notice of termination. MCCCD may terminate this Contract for the failure of the Contractor to perform according to the Contract by giving the Contractor 10 days' written notice of the failure to comply. MCCCD may

terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

8.19 BREACH CURE; REPLACEMENT

The Contractor shall perform all requirements of the Contract in a manner consistent with the highest industry or professional standards. If MCCCD provides the Contractor with a 10-day written notice, Contractor must take immediate action to correct the deficiency identified in the notice. Contractor's failure to cure the deficiency within 10 days of receipt of the written notice will result in termination of the Contract. If, in MCCCD's sole discretion, the Contractor diligently pursues correction of the default and correction cannot be completed in 10 days, MCCCD may extend the time for curing the default by providing the Contractor with written notice of the extension before the end of the 10-day period. MCCCD is entitled to exercise all of its remedies under applicable law and in equity relating to Contractor's breach.

8.20 INTERPRETATION

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

8.21 RISK

The Contractor assumes all risks due to any unfavorable conditions within its indirect or direct control except Force Majeure. Additionally, the Contractor assumes all risk for difficulties in the nature of the project or the work that the Contractor knew or should have known before entering submitting its proposal on which this Contract is based, under a scope of work issued under this Contract, or, if applicable, at the time of individual purchases under this Contract.

8.22 WORK TO BE PERFORMED BY OTHERS

MCCCD reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.

8.23 PURCHASES OF OTHER PUBLIC ENTITIES

MCCCD has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCD is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements and with the concurrence of the Contractor, other public entities that are members of these associations or any entity within MCCCD may purchase services or materials, as applicable, off of this Contract unless

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

8.24 PAYMENT

MCCCD will pay for services or materials under the Contract after the Contractor has supplied them and only after the Contractor submits a detailed invoice referencing a purchase order or Procurement card, itemizing the services/deliverables or materials provided and specifying the dates that they were provided. MCCCD may request supporting documentation for an invoice. Where the Contractor is to provide services or materials over a period of time, such as for a project, MCCCD may agree to pay progress payments. If approved, progress payments will be paid in arrears and require that the Contractor submit the detailed invoice specified in this clause. MCCCD reserves the right to dispute an invoice or make partial payment based on the Contractor's failure to perform the Contractor's work according to the Contract, including for lack of timeliness or failure to provide deliverables. CONTRACTOR MAY NOT BEGIN WORK UNDER THE CONTRACT NOR WILL ANY PAYMENT BE MADE WITHOUT THE CONTRACTOR RECEIVING A SIGNED PURCHASE ORDER OR PROCUREMENT CARD FROM THE MCCCD PURCHASING DEPARTMENT.

8.25 BILLING

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

8.26 ADVERTISING AND PROMOTION

The name or logos of the MCCCD or those of any of the colleges, skill centers, or programs under MCCCD's jurisdiction shall not be used by Contractor except as may be required to perform this Contract and only as approved under MCCCD's "Use of MCCCD Marks" regulation at:

https://district.maricopa.edu/administrative-regulations/4-auxiliary-services/4-19

8.27 UNAVAILABILITY OF FUNDS

MCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the specific program that is the subject of this Contract. MCCCD shall give Contractor prompt written notice after it knows that funding will not be available.

8.28 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to waive MCCCD's sovereign immunity under the laws of the State of Arizona.

8.29 APPLICABLE LAW

The laws of the State of Arizona apply to every aspect of this Contract.

8.30 PROPERTY RIGHTS

Except for pre-existing works of the Contractor or works of third parties for which Contractor has the permission to supply to MCCCD under this Contract, MCCCD shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature ("Works") to be developed and delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title, and interest to MCCCD.

8.31 DOCUMENTATION OF ANALYSES TO SUPPORT FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

To the extent that the work under the Contract requires the Contractor to make findings, conclusions or recommendations to MCCCD, the Contractor shall retain during performance and provide to MCCCD detailed analyses relating to each of its findings, conclusions or recommendations, whether or not the analyses support or are inconsistent with the findings, conclusions or recommendations. Unless specified in the subsequent Parts of this RFP, Contractor shall provide that documentation separately but at the same time that it presents its findings, conclusions and recommendations. MCCCD reserves the right to withhold or deduct payments otherwise due to Contractor if it fails to provide the detailed analyses. In some instances, Contractor may be directed to prepare its findings, conclusions and recommendations under the direction of the Office of the General Counsel. In those instances, Contractor will submit its findings, conclusions and recommendations in a manner that maximizes the extent to which attorney-client privilege and work product protections apply to such deliverables.

8.32 NOTICES

Notices to MCCCD under this Contract shall be made in writing, and sent via certified mail, return receipt requested, or any other commercially reasonable method by which MCCCD is required by the deliverer to acknowledge receipt to: Purchasing Manager, Maricopa Community Colleges, 2411 West 14th Street, Tempe, Arizona 85281-6942.

8.33 REVISIONS TO THE CONTRACT WORK OR PRICE

Contractor is on notice that the only MCCCD representatives who may authorize revisions to the Contract are employees at MCCCD's District Office who are authorized to sign contracts. Revisions include deletions of or additions to the work, alterations of performance time, or changes in pricing. Any revision must be reflected in a written amendment to the Contract that is signed by a representative of MCCCD authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Contractor or an MCCCD employee, must provide the authorized MCCCD representative with documentation to support the requested change. It is the Contractor's responsibility to ensure that revisions of the Contract have been appropriately authorized before proceeding with the revised work.

For contracts renewing annually, excluding those for which Proposers are required to provide future year pricing in their Proposals, MCCCD may review a fully documented request for a price increase only after the Contract has been in effect for one (1) full year. Unless the Contractor's scope of work has increased at MCCCD's authorization, a price increase adjustment will only be considered at the time of a Contract extension and shall be a factor in the extension review process. The requested increase must be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the particular product or service. MCCCD will determine whether the requested price increase or an alternate option is in its best interest.

8.34 GIFTS, GRATUITIES, UNRELATED COMPENSATION AND CONFLICTS OF INTEREST

In the interest of public stewardship, MCCCD holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCD employee or officer from participating in any way in any MCCCD decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCD decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCD employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCD. MCCCD also has adopted a regulation that prohibits any employee from accepting any cash, currency, item with a value of more than $50 (from a single source in a fiscal year), meal, beverage or cost of entertainment if it could be interpreted as an enticement to receive MCCCD business (whether or not paid for by a vendor or by a vendor's personal funds) or if there is an expectation of future financial benefit to the vendor. In keeping with these policies, Contractor certifies that neither it nor, if applicable, its subcontractors, suppliers, or distributors, has offered anything of value, and will not offer anything of value so long as it does business with MCCCD, to an MCCCD employee or officer responsible for MCCCD decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

8.35 DISABILITY GUIDELINES

If applicable to the work of the Contractor under this Contract, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Contract comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.1 at Level AA (WCAG 2.1 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Contract.

8.36 CONTRACT ORDER OF PRECEDENCE

All of the documents forming the Contract are complementary. In certain work, requirements, obligations, or duties are set out only in one but not in another, the Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

In the event of a conflict among the documents composing this Agreement, the order of precedence and control will be:

1. Contract Amendments;
2. The final Solicitation Document, in the following order:
    - 2.1 Special Terms and Conditions;
    - 2.2 General Terms and Conditions;
    - 2.3 Scope of Work/Specifications;
    - 2.4 Pricing Document;
    - 2.5 Attachments;
    - 2.6 Exhibits;
    - 2.7 Any other documents referenced or included in the solicitation;
3. Orders, in reverse chronological order; and
4. Accepted Offer.

Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either initial, revised, best and final, or accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an “Attachment” since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for the purposes of precedence and contractual effect.

SIGNATURE PAGE

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

E-MAIL _____

Is your firm a:

( ) Corporation* ( ) Partnership ( ) Individual ( ) Joint Venture

- If a corporation, answer the following:
  a) Where incorporated: _____
  b) Date incorporated: _____
  c) Have your Articles ever been suspended or revoked? ( ) Yes ( ) No

  If yes, when, for what reason, and when were they reinstated:

- Has your firm or its parent or subsidiaries ever been debarred or suspended from providing any goods or services to the Federal Government or other public entities?
  If yes, when, for what reason, and when were they reinstated:

By signing this agreement your firm also agrees to the following:

Compliance with Anti-Boycott of Israel Requirements: To the extent applicable, Contractor warrants it is not engaged in a boycott of goods and services from Israel as defined by A.R.S. § 35-393.01.

Forced Labor of Ethnic Uyghurs in the People's Republic of China: To the extent applicable, Contractor warrants it is not engaged in the acquisition, sale or transfer of goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China as defined by A.R.S. § 35-394

ATTACHMENT A

BIDDER'S STATEMENT

Interested Bidders are asked to review and provide, as completely and accurately as possible, a written response on each applicable section below:

TYPE OF BUSINESS ORGANIZATION

Please check the appropriate box(es).

_____ The Bidder represents that it operates as:

_____ A CORPORATION incorporated under the laws of

the State of _____

_____ An INDIVIDUAL

_____ A PARTNERSHIP

_____ A NON-PROFIT ORGANIZATION

_____ A JOINT VENTURE

Federal Employer Identification Number: _____

PARENT COMPANY and IDENTIFYING DATA

A "parent" company, for the purposes of this provision, is one that owns or controls the activities and basic business policies of the Bidder. To own the Bidding company means that the "parent" company must own more than 50 percent of the voting rights in that company. A company may control a Bidder as a "parent" even though not meeting the requirements for such ownership if the "parent" company is able to formulate, determine or veto basic policy decisions of the Bidder through the use of dominant minority voting rights, use of proxy voting or otherwise.

The Bidder:

_____ IS _____ IS NOT owned or controlled by a "parent" company.

If the Bidder IS owned or controlled by a "parent" company, Bidder shall provide the name, address, phone and fax numbers, and Federal I.D. No. of the company.

ATTACHMENT A
BIDDER'S STATEMENT (continued)
BIDDER REFERENCES
Private Business Contracts

MCCCD requires a minimum of three (3) current and local references for which you are providing same or similar products and services specified herein. Please indicate below the businesses for which you have provided such during the past two (2) years:

1 Company Name: _____
Address: _____
Phone #: _____ Email: _____
Contact Person: _____
Contract Period: From: _____ To: _____
Describe Services: _____

2 Company Name: _____
Address: _____
Phone #: _____ Email: _____
Contact Person: _____
Contract Period: From: _____ To: _____
Describe Services: _____

3 Company Name: _____
Address: _____
Phone #: _____ Email: _____
Contact Person: _____
Contract Period: From: _____ To: _____
Describe Services: _____

ATTACHMENT A
BIDDER REFERENCES (continued)
Federal, State or Other Political Subdivision Contracts

MCCCD is also interested in speaking with public agencies or educational institutions for whom you have provided such products and services covered herein:

1 Company Name: _____

Address: _____

Phone #: _____ Email: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

2 Company Name: _____

Address: _____

Phone #: _____ Email: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

3 Company Name: _____

Address: _____

Phone #: _____ Email: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

ATTACHMENT A
BIDDER'S STATEMENT (continued)
ADDITIONAL BUSINESS INFORMATION
Standard Business Hours

1 Days of week available for services: _____

2 Business hours of operation: _____

3 On-call/Emergency service hours: _____

Phone Number(s): _____

Web Address: _____

Email: _____

General Information

4 Business License Number: _____

5 Number of years in business under current name: _____

6 Number of offices in the State of Arizona: _____

7 Name and address of office assigned to handle the MCCCD account:

_____

_____

_____

8 Account Manager Information:

Name: _____

Office Phone: _____

Cell: _____

Email: _____

9 Contractor's License Number(s): TYPE _____ NUMBER _____

_____ _____

10 Do you ever sub-contract any of your services? NO _____

YES _____

If YES, which services: _____

ATTACH ADDITIONAL SHEETS IF NECESSARY TO FURTHER DESCRIBE THE EXPERIENCE AND QUALIFICATIONS OF YOUR FIRM FOR PROVIDING THE PRODUCTS/SERVICES UNDER THE CONTRACT

ATTACHMENT B

GUIDELINES TO APPA LEVELS OF CLEANING

APPA Level Definitions

Level 1 – Orderly Spotlessness

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges or fingerprints.
- Washroom and shower tile and fixtures gleam and are odor free. Supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean and odor-free.

Level 2 – Ordinary Tidiness

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dirt, dust, stains or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges and fingerprints are noticeable with close observation.
- Washroom and shower tile and fixtures gleam and are odor free. Supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean and odor-free.

Level 3 – Casual Inattention

- Floors are swept clean, but upon observation dust, dirt and stains, as well as a buildup of dirt, dust and/or floor finish in corners and along walls, can be seen.
- There are dull spots and/or matted carpet in walking lanes and streaks and splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges and fingerprints.
- Lamps all work and all fixtures are clean.
- Trash containers and pencil sharpeners are empty, clean and odor-free.

Level 4 – Moderate Dinginess

- Floors are swept clean, but are dull. Colors are dingy and there is an obvious buildup of dust, dirt and/or floor finish in corners and along walls. Molding is dull and contains streaks and splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints and marks that will be difficult to remove.
- Less than 5 percent of lamps are burned out and fixtures are dingy.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash cans smell sour.

Level 5 – Unkempt Neglect

- Floors and carpets are dirty and have visible wear and/or pitting. Colors are faded and dingy and there is a conspicuous buildup of dirt, dust and/or floor finish in corners and along walls. Base molding is dirty, stained and streaked. Gum, stains, dirt dust balls and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges and fingerprints, as well as damage. It is evident that no maintenance or cleaning is done on these surfaces.
- More than 5 percent of lamps are burned out and fixtures are dirty with dust balls and flies.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour

Interpretation Guidelines

Each APPA level has a key word or phrase highlighted in purple text that guides how it is applied to a given space. Please use the following definitions to ensure that these levels of cleanliness are interpreted consistently across all EMCC facilities.

- "No accumulation" (APPA Level 1): this means that no dust, dirt, marks, streaks, smudges, fingerprints or any other blemishes are visible on the surface being scored, regardless of how closely it is observed.
    - For example: if you were to carefully inspect the walls in a classroom and did not find any dust, dirt, marks, streaks, smudges, fingerprints or any other blemishes, then those walls would be scored as APPA 1.
        - This score is only for line items that are in the best possible state of cleanliness.
        - This level applies if items are stained or otherwise imperfect, but cannot possibly be cleaned more.
        - For example, if colors of an old laminate countertop looked blotchy, irreparably stained, or faded, but the countertop was otherwise as clean as it could be, it would be scored as APPA 1.
- "With close observation" (APPA Level 2): this means that upon normal use of a given space, dust, dirt, marks, streaks, smudges, fingerprints or any other blemishes are not easily noticeable. However, you would see dust, dirt, marks, streaks, smudges, fingerprints or any other blemishes, if you looked closer than normal at a specific surface or object.
    - For example: if you were to walk down a corridor and you did not notice any dust on the flooring unless you crouched down and looked closely, then that flooring would be scored as APPA 2.
- "Obvious" (APPA Level 3): this means that upon normal use of a given space, dust, dirt, marks, streaks, smudges, fingerprints or any other blemishes are easily noticeable. The key difference between APPA 3 and APPA 2 is that with APPA 3, you can see dust, dirt, marks, streaks, smudges, fingerprints or any other blemishes without taking the time to specifically look for them.

    - For example: if you were to walk in the entrance of a building, and you noticed hand prints on the glass doors without having to stop and look closely, the doors would be scored as APPA 3.
- "Conspicuous" (APPA Level 4): this means that upon normal use of a given space, dust, dirt, marks, streaks, smudges, fingerprints or any other blemishes are significant enough to draw your eye to them, and/or it is difficult to use the space without noticing the cleanliness issue(s).
    - For example: If you were to walk down a corridor that had a large coffee stain or large black streaks on a white wall, the stain or streaks would draw your attention towards them and make it difficult not to notice them.

A score of APPA 4 or lower is considered a "failure" and as such, there is currently no reason to distinguish between APPA 4 and APPA 5.

Trash and recycle containers are scored slightly differently. As you can see in the above APPA levels, levels 1 through 3 for trash and recycle containers have the exact same definition. Therefore, trash and recycle containers are either scored as APPA 1 or APPA 4/5, according to the following key words:

- "Clean and odor free" (APPA 1): this means that trash and recycle containers have a clean exterior and have been emptied according to the appropriate schedule. o There can be trash or recyclable items in the containers as long as they are not over filled and still be scored as APPA 1.
    - If a trash can is scheduled to be emptied once per week, and it smells bad one day after the scheduled trash removal, this is not a failure of service. Food waste should be deposited in trash containers that are scheduled for daily trash removal.
- "Old trash...stained and marked" (APPA 4/5): this means that trash and recycle containers do not have a clean exterior and/or have not been emptied according to the appropriate schedule.
    - For example: if a trash or recycling container is completely empty, but the exterior is marked by a coffee spill that was not cleaned, that trash can would be scored as APPA 4.

Washroom fixtures are also scored slightly differently. These include toilets, urinals, flushing mechanisms, shower valve handles, shower heads, shower tiles, and paper towel, toilet paper and soap dispensers. Washrooms fixtures only have an APPA 1 and APPA 2 scoring listed. This means that if they fall below a score of APPA 2, they are below the acceptable level and must be scored as APPA 4/5.

- "Gleam and are odor free" (APPA 1 or APPA 2): this means that the surfaces shine and do not have hard water buildup, stains, mold or mildew. There is no bad odor present.

  - Because there is no clear way to distinguish between APPA 1 and APPA 2 according to the given descriptions for this category, please apply the same key terms identified in the vertical and horizontal surfaces category ("No accumulation" and "With close observation") to distinguish between the two scoring levels.
- "Supplies are adequate" (APPA 1 or APPA 2): this applies specifically to the paper towel, toilet paper, and soap dispensers. This means that each dispenser is stocked appropriately. An empty dispenser cannot be scored as APPA 1 or APPA 2 and must be scored as APPA 4/5.

ATTACHMENT C

Facilities Directors Contact Information and college locations

Name	**College**	**Location**	**Email**
Mark Flynn	Chandler-Gilbert Community College	Pecos Campus 2626 E. Pecos Road Chandler, AZ 85225 Williams Campus 7360 E. Tahoe Ave Mesa, AZ 85212	mark.flynn@cgcmail.edu
Brian Barry	District Office	8550 S Priest Dr, Tempe, AZ 85284 2411 W 14th St, Tempe, AZ 85281	brian.barry@domail.maricopa.edu
Phillip Schaefer	Estrella Mountain Community College	3000 N Dysart Rd Avondale, AZ 85392	phillip.schaefer@estrellamountain.edu
Sandi Carretero	Gateway Community College	Central City 1245 East Buckeye Road Phoenix, AZ 85034 Washington Campus 108 N. 40th Street Phoenix, AZ 85034	sandi.carretero@gatewaycc.edu
Marcus Reed	Glendale Community College	Main Campus 6000 W Olive Ave Glendale, AZ 85302 North Campus 5727 W Happy Valley Rd Glendale, AZ 85310	marcus.reed@gccaz.edu

Name	**College**	**Location**	**Email**
Sergio Ybanez	Mesa Community College	Southern & Dobson Campus 1833 West Southern Ave Mesa, AZ 85202 Red Mountain Campus 7110 E McKellips Rd, Mesa, AZ 85207	sergio.ybanez@mesacc.edu
Mike Santina	Paradise Valley Community College	Union Hills Campus 18401 N 32nd St Phoenix, AZ 85032 Black Mountain Campus Central Plants 34250 N 60th St Scottsdale, AZ 85266	michael.santina@paradisevalley.edu
Jose Kovalin	Phoenix Community College	Main Campus 1202 W. Thomas Rd. Phoenix, Arizona 85013 Nursing Center 3700 N. 3rd Ave. Phoenix, AZ 85013 Healthcare Education 3144 N. 7th Ave. Phoenix, Arizona 85013	Jose.Kovalin@phoenixcollege.edu
Jack Gallegos	Rio Salado Community College	Rio Salado Tower & Hohokam Building 2323 W. 14th St. Tempe, AZ 85281 *Includes multiple satellite locations not listed	jack.gallegos@riosalado.edu
Mark Figueroa	Scottsdale Community College	Main Central Plant & Natural Science Lab RO& Culinary Salt System 9000 East Chaparral Road Scottsdale, AZ 85256	mark.figueroa@scottsdalecc.edu

Name	College	Location	Email
David Bannenberg	South Mountain Community College	7050 S 24th St Phoenix, AZ 85042	david.bannenberg@southmountaincc.edu

The locations listed are intended to provide a general representation of the District's current facilities. There may be additional satellite campuses, facilities, or locations that are not included on this list. The District reserves the right to add or modify locations as needed throughout the term of the contract.