



**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**  
**ON BEHALF OF THE**  
**ARIZONA COMMUNITY COLLEGE PRESIDENTS' COUNCIL**

**REQUEST FOR PROPOSAL # 2952-5**

**State Government Representation**

**Proposal Due Date**  
**November 4, 2009 3:00 P.M. (MST)**

**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

**RFP # 2952-5**

**State Government Representation for ACCPC**

**A. SCHEDULE OF EVENTS**

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	October 14, 2009
Proposals Due	November 4, 2009
Proposed Contract Award	December, 2009

**B. TABLE OF CONTENTS**

1. GENERAL	Page 1
2. PROPOSAL INSTRUCTIONS	Pages 2 - 4
3. GENERAL TERMS AND CONDITIONS	Pages 5 - 9
4. PROPOSAL REQUIREMENTS	Pages 10 - 11
5. SCOPE OF WORK/SPECIFICATIONS	Page 12
6. EVALUATION CRITERIA	Page 13
7. RESPONDENT QUESTIONNAIRE	Page 14
8. PRICING SCHEDULE	Pages 15 - 16



## ACKNOWLEDGMENT OF RECEIPT

Description: State Government Representation for ACCPC

RFP #: 2952-5

Please fill in the requested information below as acknowledgment that you have received the Request for Proposal noted above. If your firm is interested in participating, it is **highly recommended** that this sheet be completed and returned or Faxed as soon as possible to MCCCCD Purchasing at (480) 731-8190. By doing this, we will be able to provide notification to you of any changes/amendments to the RFP.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Fax #: (        ) \_\_\_\_\_ Tel. #: (        ) \_\_\_\_\_

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## 1. GENERAL

### 1.1 INTRODUCTION

Maricopa County Community College District (MCCCD or the District), on behalf of The Arizona Community College Presidents' Council (ACCPC or the Council), intends to engage the services of a firm, to represent it before state government on state-level issues affecting the community colleges in Arizona. The firm will be the Council's primary legislative representative and represent the Council on policy issues and assist in with gaining state support for community college programs and services. The goal of the contract is to achieve measurable outcomes in state appropriations for community colleges and statutory language modifications to advance the Council's state-level agenda. MCCCD is now accepting proposals for services identified in this RFP.

**NOTE: All references in this RFP to MCCCD or the District should be interpreted to mean "on behalf of or by the ACCPC or the Council" where applicable. All references to firm, company, proposer, etc. should be interpreted to mean one specific individual to be provided by the firm to be the only individual used by the firm to provide the services requested in this RFP.**

### 1.2 MCCCD DISTRICT MAKE-UP

The Maricopa Community Colleges comprise ten colleges, two skill centers and numerous education centers dedicated to educational excellence, meeting the needs of businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District. The District is one of the largest higher education systems in the world and the largest provider of health care workers and job training in Arizona, a major resource for business and industry and for individuals seeking education and job training. More than a quarter million students attend the Maricopa Community Colleges each year taking credit and non-credit courses. The Maricopa Community Colleges employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff. Many management and staff positions (including clerical, crafts, food services, security, child care, maintenance and operations, custodial, grounds) become available throughout the year. All positions with the exception of certified safety officers are advertised individually as they occur.

### 1.3 BACKGROUND OF ACCPC

The Arizona Community College Presidents' Council is a statewide partnership of the chief executive officers of each of the ten accredited community college districts in the state that exists to strengthen and promote Arizona's community colleges. ACCPC addresses a range of issues of importance to community colleges including:

- academic and student affairs;
- workforce and economic development;
- budget and finance;
- state and federal relations; and,
- stakeholder and system partnerships.

### 1.4 PRIORITIES

State legislative priorities are developed yearly by the Council as the regular legislative session approaches. Securing and protecting state funding for community colleges is a consistent priority. The Council may also prioritize various statutory modifications as appropriate.

## 2. PROPOSAL INSTRUCTIONS

### 2.1 PURPOSE OF RFP

The purpose of this Request for Proposal is to select a qualified firm to provide state government representation to the Arizona Community College Presidents' Council (ACCPC or Council). MCCCDC is seeking applicants that possess a unique combination of in-depth knowledge of the legislative process and extensive legislative experience; have developed personal relationships with individual state elected officials, especially including legislative leadership, legislative and executive staff; and can demonstrate proven communications/public relations skills that will cumulatively produce solid, useful, & insightful recommendations for the furtherance of legislative strategies to advance the Council's state-level priority issues. Proposers should thoroughly read, be able to comply with, and respond to all the requirements in the RFP.

### 2.2 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be directed to:

Mr. Chris Mandel, CPPB, Purchasing Buyer  
(480) 731-8521      FAX (480) 731-8190  
E-Mail: [chris.mandel@domail.maricopa.edu](mailto:chris.mandel@domail.maricopa.edu)

*Questions must be sent by mail or e-mail. Questions will only be accepted until October 22, 2009. We will not respond directly to the company/person asking the question. Questions we feel need to be responded to will be answered in the form of an addendum and sent to all potential respondents on/about October 23, 2009.*

### 2.3 PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to assure that Proposals are received as follows:

**The Proposal packet must contain one (1) original and five (5) copies of the proposal.** The original must be clearly marked "Original" and the Proposal packet must be delivered Sealed.

The Proposals must be addressed to and received at the Main Reception Desk of MCCCDC, address 2411 West 14th Street, Tempe, AZ, 85281, **no later than 3:00 P.M. (MST), November 4, 2009.** Proposals received after this time and date shall not be considered and will be returned unopened.

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

**Request for Proposal # 2952-5, State Government Representation**  
**Proposal Closing Date: November 4, 2009 Time: 3:00 p.m.**

**NOTE:** If you are hand carrying or having a proposal package hand delivered, you or the delivery agent should allow sufficient time to arrive, park, and go through security prior to dropping off your proposal package. This applies to any other method of delivery (FedEx, UPS, USPS, etc.) as well. Late proposals will not be accepted or considered for award. **Regardless of the method of delivery, it is your responsibility to insure on-time delivery of the proposal package.**

## 2.4 PROPOSAL EVALUATION

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. No contract award shall exist until executed in writing.

## 2.5 PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. 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.

## 2.6 PROPOSAL FORM

**All proposals must be submitted in writing.** Oral, telephone, facsimile (fax machine) or computer data transfer proposals **will not** be accepted. Each proposal shall be prepared simply, providing 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 fifty (50) typewritten pages in length plus any pricing schedule(s), exhibits, resumes, or attachments.

## 2.7 MODIFICATIONS TO PROPOSALS

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

## 2.8 WITHDRAWAL OF PROPOSALS

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

2.9 NON-WAIVER. MCCCCD'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 MCCCCD'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.

2.10 CONTRACT EXTENSION. MCCCCD will provide the contractor with written notice of any intent for continuation of the contract (exercise of the option periods) ninety (90) days before the end of the initial or subsequent contract period. MCCCCD reserves the right to unilaterally extend the period of any contract for sixty (60) days beyond the stated expiration date.

2.11 COST OF PREPARING PROPOSALS

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 by the District.

2.12 ORAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the District. The District will schedule the time and location for any presentations as requested. Oral presentations will be evaluated and may be subjected to a points-earned scoring matrix.

2.13 AWARD WITHOUT DISCUSSION

The District 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.

2.14 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award will be made prior to commencement of performance. Initial performance period will be from date of award through June 30, 2011. MCCCCD 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 and one-half years.

2.15 CONTRACT ASSIGNMENT

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

2.16 MCCCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD Purchasing. Addenda will be mailed or faxed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal.**

### **3. GENERAL TERMS AND CONDITIONS**

The following General Terms and Conditions, which become part of any award made from this RFP, constitute the provisions of the agreement to be executed between the District and successful Proposer. The District reserves the right to negotiate with the successful Proposer and modify any of the provisions of the agreement upon mutual agreement of the parties.

3.1 Parties to Agreement The contract shall be between the Maricopa County Community College District on behalf of the AZCCPC, hereafter referred to as District, and the successful Proposer, hereafter referred to as Contractor.

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

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

3.4 Contract Assignment This contract shall not be subcontracted or assigned to another contractor.

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

3.6 Insurance Requirements When required, the Contractor shall maintain during the term of that work the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Prior to commencing work or services, Contractor shall furnish the District Risk Manager with certificates of insurance evidencing the required coverage, conditions, and limits required by the Contract. The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insured.

In the event any insurance policy(ies) required by the Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided, or materially changed without 30 days written notice by certified mail to the District Risk Manager. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

- **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this contract.
- **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 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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the contractor, with a limit of not less than \$1,000,000 each claim.

3.7 Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District, 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 the acts, errors, mistakes, omissions, work or service 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.

3.8 Permits The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws, and assume liability for all applicable taxes including but not restricted to sales, and personal property.

3.9 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 included in this contract, subsequent extensions and amendments.

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

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

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

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

3.14 Non Discrimination. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual harassment and pregnancy), sexual orientation, handicap/disability, age and disabled or Vietnam era veteran status. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The Contractor shall at all times maintain compliance with the Americans with Disabilities Act.

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

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

The Proposer's signature on this proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude MCCCCD from obtaining the lowest possible competitive price. The award will be made to the responsible Proposer whose proposal is determined to be most advantageous to MCCCCD based on the evaluation factors in this RFP.

3.17 Contract Termination MCCCCD may terminate this Contract for convenience by giving Contractor 15 days written notice of termination. A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party 10 days' written notice of the failure to comply. MCCCCD 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. MCCCCD may terminate this Contract under A.R.S. Section 38-511 for a violation of that statute.

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

3.19 Replacement If, upon receipt of written notice from MCCCCD specified in the Contract Termination clause in the General Terms and Conditions, the Contractor selected is not performing all requirements of the contract in a manner consistent with the highest industry standards, the Contractor must take immediate action to correct the deficiency. Contractor's failure to take immediate action within the time set forth in the Contract Termination clause, will result in termination of the contract and the purchase by MCCCCD of replacement services. In the event MCCCCD must go outside of the contract to complete required services as specified in the Replacement paragraph above, MCCCCD is entitled to exercise all of its remedies under applicable law and in equity. That includes recovery of its expenses and the costs associated with the Contractor's failure to comply with the Contract, including the costs of alternative services to complete the contract work to MCCCCD's satisfaction.

3.20 Risk The Contractor assumes all risks encountered that are due to any conditions within the Contractor's direct control. 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 about at the time of submission of each individual project proposal resulting from this solicitation.

3.21 Confidential Information/Privacy Laws MCCCCD is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of this contract. The contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that MCCCCD identifies to it as confidential without the written authorization of MCCCCD. This requirement survives the termination or cancellation of the contract.

3.22 Work to be Performed by Others MCCCCD reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.

3.23 Legal Worker Requirements As mandated by Arizona Revised Statutes § 41-4401, MCCCCD is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A. That statute requires that employers verify the employment eligibility of their employees through the federal E-verify system. An "employer" is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State. (See A.R.S. §23-211-4.) Therefore, in signing or performing any contract for MCCCCD, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the contract; and
- C. MCCCCD or its designee is authorized by law to randomly inspect the records relating to an employee of the Contractor or any of its subcontractors who works on the contract to ensure compliance with the warranty made in Paragraph A above.

3.24 Payment The agreed upon retainer fee will be paid monthly for the services provided under this RFP.

## **4. 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**

The Proposer:

- 4.1.1 Must be licensed by the State of Residence of the business, if services requested require such licensure by that state.
- 4.1.2 Must not be under contract with any community college in the State of Arizona.
- 4.1.3 Must provide a completed pricing schedule (Section 8, Pages 15 & 16) signed by an authorized company signatory empowered to bind the Proposer.
- 4.1.5 Must have carefully read and understand all parts of the RFP and certify that the Proposal is made in accordance therewith.
- 4.1.5 Must submit written answers to the respondent questionnaire (Section 7). All answers must be in the order in which the questions were asked.

### **4.2 SPECIFIC REQUIREMENTS**

- 4.2.1 Assist in the development of plans and strategies to obtain continuing state financial support of the community colleges. This may include development of specific issue-based plans prior to the execution of each strategy.
- 4.2.2 Work directly with state legislators, executive branch officials and other affected stakeholders, including higher education partners, to build coalitions to secure and protect state funding of community colleges.
- 4.2.3 Work with Council members and officials of the community colleges represented by the members of the Council to project a positive, professional image of the Council and Arizona's community colleges.
- 4.2.4 Work with Council members, employees of the community colleges represented by the members, other government entities and other parties (e.g., media outlets, community or business organizations) to advance the reputation and political influence of the community colleges in Arizona.
- 4.2.5 Assist in securing state statutory changes intended to create additional opportunities for community colleges to secure additional state financial support.
- 4.2.6 Assist in securing state appropriations to the community colleges to fund their priorities.
- 4.2.7 Regularly brief Council officials of the current status of the Council's state objectives and to coordinate strategy to achieve those objectives, including, but not limited to, at each meeting of the Council.

- 4.2.8 Draft letters and testimony that clearly articulate the Council's position on state issues for Council Members and executives of the community colleges represented by the members to be send to the legislators, the Governor, and other state officials.
- 4.2.9 Collaborate with, as part of a team approach, the government relations professionals, both internal and external, that represent Council members and their community colleges. This collaboration will include:
- Coordination of regular meetings among such professionals, assisted by the Council's staff (such meetings to occur weekly whenever the Legislature is in session);
  - Discussions with such professionals about the position of their clients (community colleges represented by the members of the Council) on pending legislation or issues;
  - Coordination of processes and facilitation of consensus position among such professionals, whenever possible;
  - Regularly brief Council officials on consensus positions and specifically whenever the positions of individual Council members (or their community colleges) or their professionals differ from the position of the Council's on state priorities; and
  - Development of plans for the coordinated deployment of such professionals to advocate for the Council's state priorities.
- 4.2.10 Annually, within 60 days of the end of each regular session, prepare and present a summary all enacted legislation that affects community colleges (and prepare a similar summary following any special session that results in enacted legislation that affects community colleges);
- 4.2.11 Provide such other services as the Council and the selected firm may agree are necessary to achieve the Council's stated objectives.

#### 4.3 DEVIATIONS FROM RFP

Proposers must specifically provide a separate listing of each circumstance in which their proposal differs from any terms or conditions of the request for proposal. Failure to list such a deviation will result in that terms of the proposal being disregarded in favor of the correlative term(s) of the RFP.

#### 4.4 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.. 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.

#### 4.5 AWARD CONSIDERATION

From the total information requested, determination shall be made of the Proposer's ability to serve the District. Only proposals from responsible organizations or individuals, as determined by MCCCCD, which have the capability of providing the required services under this RFP, shall be considered. Representatives from the District/Council reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented. The District reserves the right to negotiate any and all provisions presented in the proposals.

#### 4.6 ESCALATION

The District/Council may review a fully documented request for a price increase only after the contract has been in effect for a minimum of one (1) full year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The requested increase shall 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 product or service concerned. The District shall determine whether the requested price increase or an alternate option is in its best interest.

## **5. Scope of Work**

Contractors will be expected to provide the following:

- 5.1 In support of the Council's state priorities, communicate to the State Legislature and other appropriate agencies/persons, the Council's position on specific issues, and receive and collect useful information from outside parties on those issues. Serve as the Council's liaison between the Arizona State Legislature, the Governor of the State of Arizona, and appropriate state agencies, under the direction of the Council or its Chair acting for the Council.
- 5.2 Receive assignments from the Council or its Chair acting for the Council, to provide strategic advice, direction, and recommendations regarding the Council's state priorities. Prepare, pursue, monitor, track, and/or lobby for or against legislative proposals within those subject areas specified by the Council or its Chair acting for the Council, or in the agreement.
- 5.3 In support of the Council's state priorities, attend hearings, meetings and other gatherings where legislation, or issues which may impact the community colleges, are to be discussed, developed, or negotiated and report to the Council (or through its Chair) the status of such legislation or issue.
- 5.4 Report to, seek guidance from, and make recommendations to the Council's or its Chair acting for the Council on positions that to be advanced on behalf of the Council on specific issues, legislation, proposed amendments thereto, and all other related matters. It is the Council's intent to build upon its current activities in working with the legislature, state agencies, and the Governor's Office to expand state opportunities in key areas of importance to the Council, community colleges, and the State of Arizona.
- 5.5 In support of the Council's state priorities, provide general state governmental affairs representation working in conjunction with, as part of a team approach, the government relations professionals, both internal and external, of the Council members, as well as senior executives of the community colleges represented by Council members. Service provided by the firm must not duplicate the efforts of the government relations professionals, both internal and external, of the Council members. The firm will have primary responsibility for communicating with the members and staff of the Arizona Legislature and Governor's office on behalf of the Council.

## 6. 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 :

- 6.1. 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
  
- 6.2 Specific areas that will be evaluated and scored:
  - A. The extent and nature of the Proposer's relationships with legislators, especially key committee chairs and members of legislative leadership.
  - B. The extent and nature of the respondent's knowledge of legislative issues affecting the Council and community colleges in general.
  - C. The professional, technical, and managerial qualifications and experience of the firm and the personnel to be assigned to this account.
  - D. Past experience in providing comparable services to other clients.
  - E. Responses to Minimum and Specific Requirements.
  - F. Respondent Questionnaire responses.
  - G. 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 and 3 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 then be subjected to 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. Due to this type of evaluation procedure, the lowest dollar priced service **may** or **may not** indicate the successful proposer. Price constitutes only one of several evaluation criteria. Should MCCCDC not be able to determine a successful proposer at this point, some proposers may be requested to make oral presentations to the evaluation committee. These presentations will be scored and that scoring may be added to the initial scoring of the proposal to determine the successful proposer.

## **7. RESPONDENT QUESTIONNAIRE**

- 7.1 Provide a description and experience of Proposer firm, and the specific individuals (submit resumes) who would be directly assigned to this project including their areas of specialization. Also provide the names and contact numbers of the principle officers of the firm, its legal status, and the year it was established.
- 7.2 Give the names, addresses, and telephone numbers of three (3) clients for whom the specific individuals listed in section 7.1 have provided similar services to, for at least one year.
- 7.3 Describe the technical capabilities of the firm and how they can be specifically utilized in support of the services being requested.
- 7.4 Delineate in detail the knowledge, expertise, and experience of the specific individuals listed (in response to question 7.1) in providing the services requested, and their understanding of & ability to comply with the requirements of this RFP.
- 7.5 Provide a detailed description of similar work performed by the specific individuals listed (in response to question 7.1) during the past five years. If work was performed by an individual while employed with a different firm or agency, please indicate.
- 7.6 Provide a definitive list of services the firm will provide.
- 7.7 Provide any other examples, justification, experiences that would further demonstrate your ability to provide the services requested in this RFP.

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

**8. PRICING SCHEDULE**

The undersigned has read and understands all conditions and terms of RFP 2952-5, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the **firm fixed pricing** indicated below:

8.1 Monthly retainer:  
Services Requested in the RFP \$ \_\_\_\_\_/month

8.2 Other-Required Services not listed in the RFP (indicate services and rate per unit of time)

_____	\$ _____/_____
_____	\$ _____/_____
_____	\$ _____/_____

Costs/Fees listed above shall include all overhead and profit. No billing will be accepted if it contains any costs other than those listed above. This includes, but is not limited to, travel, fuel, meetings, account servicing costs, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, out of pocket expenses, dining, etc.

**You may submit a more detailed pricing schedule in lieu of the above as an attachment to this page, but the next page must be completed, signed and included with your proposal.**

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

(CONTINUED)

Pursuant to Arizona Revised Statutes 35-391.06 & 35.393.06, proposer certifies that it does not have a scrutinized business operation in either Sudan or Iran.

SIGNATURE \_\_\_\_\_

(PRINTED NAME) \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

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: