



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3498-9

Executive Development Coaching and Training Services

Proposal Due Date

June 30, 2022 (local time)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP # 3498-9

Executive Development Coaching and Training Services

SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	May 24, 2022
Questions Due	June 8, 2022
Proposals Due	June 30, 2022
Proposed Contract Award	August 2022

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GENERAL

1.1 INTRODUCTION

The Maricopa County Community College District (MCCCD) intends to engage the services of a firm to provide executive and senior leadership development consultation, executive coaching and training services district wide on an as needed/on demand basis. MCCCD is now accepting proposals for the services and requirements stated in this RFP.

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 200,000 students attend the Maricopa Community Colleges each year taking credit and non-credit courses. MCCCD employs nearly 4,500 full-time faculty and staff and more than 9,000 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 been dealing with decreased funding support from the State for many years. In 2015, the State of Arizona eliminated all of the funding it was providing to help support MCCCD's operations. In

addition to the loss of all funding from the State, MCCCDC has experienced a decrease in student enrollment, which is a typical trend for all community colleges during strong economic times.

It is the philosophy of MCCCDC that this loss of funding and decreased enrollment should not be bridged by raising student tuitions or by burdening the public with increases in their taxes. The result of these funding reductions has created a need to rethink the traditional model of customer and vendor so that MCCCDC can continue to provide the best learning environment for our student population as well as practice good stewardship of the public support we receive.

It is the District's desire to move towards a model that is being utilized by many other higher learning institutions throughout the country which is to evolve the previous customer/supplier relationships associated with our contractors to that of becoming our Strategic Partners. By cultivating strategic partnerships, it will enable MCCCDC and the awarded contractor to help identify potential cost reductions, maximize efficiencies, and tap unexplored value-added opportunities to maximize resources and support to the benefit of both parties. Any potential strategic initiatives can be established during negotiations.

1.5 STRATEGIC PARTNERSHIPS

In addition to providing the services listed in this Request for Proposal, MCCCDC 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:

MCCCDC would be interested in receiving any suggestions that would bring added value to this contract. As stated in section 1.4, the previous sources of State revenue support have been cut and in order to continue to provide the quality of education our students deserve MCCCDC is open to considering new resources and ideas to help alleviate these short-falls. These proposals may be a one-time occurrence or recurring in nature, revenue producing (such as incentives or rebates) or other offerings that would bring added value to our organization. Provide details how leveraging a strategic partnership with your company can assist MCCCDC in achieving our goals. Creative solutions are encouraged and should be clearly labeled in the proposal as an attachment.

Potential value-added offerings may be proposed in general in the attachment but will not be reviewed and considered until after the competitive evaluation process has been completed. Once a susceptibility of award is determined by the evaluation team further negotiations regarding these added value offerings may occur and must be completed prior to a final contract award.

The negotiation of any of these offerings is separate from the evaluation process. 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 PURPOSE OF RFP

The purpose of this Request for Proposal is to obtain proposals from qualified vendors for executive and senior leadership development consultation, executive coaching and training services. MCCCDC is focusing on developing the organization's executive leaders; Chancellor, Provost, COO, CIO, CFO, CHRO, and Presidents as well as its senior leaders; VP, District Directors, Deans, and Associate Chiefs. These efforts will enhance productivity and result in better outcomes for our employees, students, and communities. MCCCDC is seeking an experienced, established, and qualified professional leadership development and training contractor(s) to provide the above-mentioned services, as needed at one or more of the 10 colleges and/or the District Office. The successful contractor(s) shall provide the necessary services in a variety of delivery methods and support a holistic and systematic learning experience.

2.2 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be submitted online via the MCCCDC Procurement Portal. **The deadline to submit questions is: June 8, 2022, 6:00 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 MCCCDC 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 June 16, 2022.

2.3 PROPOSAL SUBMISSION

MCCCDC uses a portal hosted by Bonfire for accepting and evaluating proposals. Registration for a Bonfire 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 MCCCDC 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 Bonfire at **Support@GoBonfire.com** for technical questions related to your submission or difficulties in accessing the RFP documents. You can also visit their help forum at:

<https://bonfirehub.zendesk.com/hc>

Your proposal must be completed and uploaded to our site no later than 3:00 P.M. (local time), June 30, 2022. Submissions after this date and time will automatically be rejected by the system. The time on the MCCC 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.

2.4 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.

2.5 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, 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 fifty (50) 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.

2.7 PROPOSER MODIFICATIONS TO PROPOSALS

Proposals may be modified after submittal to the MCCCCD Procurement Portal by accessing your Bonfire account. Any modifications must be made and the files re-uploaded to the MCCCCD 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.

2.8 WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their proposal by accessing their Bonfire 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.

2.9 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.

2.10 ORAL PRESENTATIONS

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

2.11 AWARD WITHOUT DISCUSSION

The MCCCCD 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.

2.12 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 in August of 2022. A PO will be issued to the awarded contractor who MCCCCD 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. 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 years. However, if a mutually beneficial strategic agreement can be reached that would benefit from a longer term, those terms will also be considered.

2.13 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 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 MCCCCD Procurement Portal located at:

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

2.14 NON-COLLUSION

The 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 the MCCCCD'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 MCCCCD from obtaining the most advantageous proposal.

SCOPE OF WORK

The scope of work must be acknowledged in your submitted proposal.

- 3.1 The contractor shall work closely with executive leadership at each requesting college to build a framework for executive and senior leadership development, coaching, and training programs tailored for their respective college as a higher education institution with a focus on building highly effective leadership teams. Leadership development, coaching and training programs will focus on executive and senior level groups with the flexibility for other levels of leadership to participate as requested by individual college executive leadership teams.
- 3.2 The contractor shall provide executive and senior leadership development programs, with elective options to meet each requesting colleges' specific needs and/or desires. Listed are examples of target leader competencies identified based on research conducted in 2020-2021 as part of MCCC's Leadership Foundations Assessment Study.

	Human Relations Domain	Technical Domain	Conceptual Domain
Senior Level	<ol style="list-style-type: none"> 1. Creating a culture of highly engaged employees (was #2) 2. Facilitating effective collaboration internally and externally 3. Fostering communication 4. Positively impacts & influences 5. Utilize interpersonal skills 	<ol style="list-style-type: none"> 1. Budgeting /allocating resources to achieve strategic objectives 2. Improve business process 3. Intelligent risk-taking for innovation 4. Directing the interpretation and application of applicable laws, codes, regulations and standards. 5. Performance management 	<ol style="list-style-type: none"> 1. Strategic planning & execution 2. Visioning & alignment 3. Organizational sustainability 4. Exercising strategic and political acumen, tact and diplomacy. 5. Thinking strategically
Executive Level	<ol style="list-style-type: none"> 1. Creating a culture of highly engaged employees 2. Facilitating effective collaboration internally and externally 3. Networking (internally, externally, locally and globally) 4. Positively impacts & influences 5. Fostering communication 	<ol style="list-style-type: none"> 1. Partnering strategies 2. Intelligent risk-taking for innovation 3. Budgeting/allocating resources to achieve strategic objectives 4. Directing the interpretation and application of applicable laws, codes, regulations and standards 5. Improve business processes 	<ol style="list-style-type: none"> 1. Leading transformational change 2. Visioning & alignment 3. Organizational sustainability 4. Strategic planning & execution 5. Exercising strategic and political acumen, tact and diplomacy.

- 3.3 The Contractor may deliver training in any one or multiple of the following formats as requested:
- a. Onsite Classroom – In-person instruction sessions at MCCC District Office or college locations
 - b. Offsite Classroom
 - c. Webinar/Virtual - Live virtual instructional delivered over the internet.
 - d. 1:1 (One-on-One) Performance Coaching
 - e. Team Retreats
- 3.4 The contractor shall demonstrate proven ability to support training delivery in a large public organization. The contractor shall have the ability to:
- a. Provide quality classroom assignments and materials that support and enhance learning
 - b. Deliver training in multiple locations according to desired schedule
 - c. Support communications of the learning experience by providing collateral materials
 - d. Provide ongoing consulting to support embedding, including change management and communication strategy to embed concepts into organizational culture.
 - e. Provide a performance indicator to measure program Return on Effectiveness
- 3.5 Provide a list of course offerings for targeted training areas including:
- a. Course Name
 - b. Course Length (i.e. number of days, sessions, hours, etc.)
 - c. Delivery Formats (i.e. onsite, virtual, webinar, etc.)
 - d. Minimum/Maximum Participants
- 3.6 The contractor shall provide the following for each leadership development course at no additional cost:
- a. Clearly written course description
 - b. Clearly written learning outcomes stated in terms of how the course aligns with improved business results.
 - c. Clearly written measurable and realistic learning objectives
 - d. Pre and post training assessments to accurately test the participants' achievement of the learning objectives
 - e. Verification of attendance through a sign-in sheet
 - f. Course evaluations
 - g. Post class learning activities and reports.
- 3.7 The contractor shall provide reports that address individual participant status; allow for comparing training sessions; Kirkpatrick or equivalent level 1-4 assessment/evaluation reports, and overall status of training. As requested, the contractor will work with MCCC District Office to customize additional reports.

Section Three: SCOPE OF WORK/SPECIFICATIONS

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- 3.8 Proposer may offer, on a separate page referencing this Section 3.18, additional goods and/or services including associated costs/prices that are not addressed in Section 7. MCCCCD retains the absolute and sole discretion to examine and consider these additional goods/service options for inclusion in the contract awarded under this RFP

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 5). 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. 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 7) signed by an authorized company signatory confirming its offer and acknowledging its understanding of the requirements of this Request for Proposal.
- 4.1.6 Must acknowledge your agreement to comply with items listed under the Minimum and Specific Requirements of this Request for Proposal.

4.2 SPECIFIC REQUIREMENTS

N/A

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 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 MCCCCD contract terms set forth in this RFP **and** additional contract terms that the Proposer requests the MCCCCD 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 MCCCCD considers the General Terms and Conditions of this RFP to be a fair allocation of risk between a contractor and the MCCCCD. 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 MCCCCD 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 MCCCDC 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 MCCCDC to consider adding or replacing.

MCCCDC 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.

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 (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.

4.5 AWARD CONSIDERATION

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

4.6 FORMAT & SUBMITTAL REQUIREMENTS

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

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

Section Four: PROPOSAL REQUIREMENTS

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Document Name	File Type (PDF, Word, Excel, etc.)	# of Files Permitted	Required/Optional
Signature Page	PDF (.pdf)	One (1)	Required
Scope of Work	PDF (.pdf)	One (1)	Required
Attachment A	PDF (.pdf)	One (1)	Required
Attachment B	PDF (.pdf)	One (1)	Required
Deviations to Terms and Conditions	PDF (.pdf)	One (1)	Optional
Pricing Schedule	PDF (.pdf)	One (1)	Required
Response to the Minimum Requirements	PDF (.pdf)	One (1)	Required
Respondent Questionnaire	PDF (.pdf)	One (1)	Required
Supplemental Information	Any	Multiple	Optional

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.

RESPONDENT QUESTIONNAIRE

Provide information to all sections below. Failure to provide required information may cause the proposal to be deemed non-responsive.

- 5.1 Provide a description of your firm. Include your firm's experience, the specific individuals who would be directly assigned to this project, and a resume for those individuals.
- 5.2 Give the names, addresses, and telephone numbers of three clients by whom you have been retained, and/or provided similar services to for at least one year or more.
- 5.3 Address in detail your knowledge, expertise, and experience in providing the services requested in Section 3, Scope of Work, and your understanding and ability to comply with the requirements of this RFP.
- 5.4 Provide a detailed description & samples of similar work performed by your firm and its associates during the past five years.
- 5.5 Provide a description of your experience working with higher education institutions offering a variety of programs and services.
- 5.6 Specify the curriculum for executive leadership development your firm plans to utilize to coincide with the Scope of Work.
- 5.7 Provide a list of course offerings that coincide with the target training areas in the Scope of Work
- 5.8 Provide a definitive list of services the firm will provide.
- 5.9 Provide any other examples, justification, or 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.

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 except as described in STEP THREE below:

- A. The professional, technical and managerial qualifications and experience of the firm and the personnel to be assigned to this account.
- B. Past experience in providing comparable services to other clients.
- C. Responses to Minimum and Specific Requirements.
- D. Respondent Questionnaire responses.
- E. 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 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

All pricing proposals must be complete and inclusive of all services included in this RFP. Your proposed fee must be supported with sufficient information to allow MCCCCD to evaluate whether the annual cost is reasonable and how it compares to other proposers. Indicate services to be included in the annual flat fee and those that are provided for an additional fee.

The undersigned has read and understands all conditions and terms of RFP 3498-9, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing indicated below:

7.1 Provide pricing for executive leadership coaching/consulting and training as described in the Scope of Work (Section 3).

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 MCCCCD 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 MCCC'D's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCC'D and successful Proposer ("Contract"). MCCC'D 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 MCCC'D'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 INSURANCE REQUIREMENTS

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 MCCC'D with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. Certificate of Insurance shall be sent to:

Representative's Name (person who is collecting the certificate)

College or District Office and address

Phone number and email address

The insurance policies, except Worker's Compensation, must be endorsed as require by this written agreement to name MCCC'D 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 MCCC'D 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 MCCC'D 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, in consultation with MCCCDC 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 MCCCDC 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 MCCCDC 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 MCCCDC 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 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:

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

If applicable, **Network Security and Privacy Liability** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited

to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$2,000,000 and payable whether incurred by MCCCCD or Contractor including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for MCCCCD or on behalf of MCCCCD hereunder. The policy shall include coverage for third party claims. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three years thereafter for services completed during the term of the agreement. MCCCCD shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

8.2 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD.

- 8.2.1 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 MCCCCD in advance of such action and cooperate with MCCCCD to limit the extent and scope of such transfer or disclosure.
- 8.2.2 If the Contractor potentially has access to MCCCCD 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 MCCCDC. 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 MCCCDC Confidential Information is retained by Contractor.

- 8.2.3 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 MCCCDC 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 MCCCDC Confidential Information hereunder, and further provided that Contractor shall remain legally and financially liable for any unauthorized disclosure of the MCCCDC 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 MCCCDC'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.
- 8.2.4 As specified in Paragraph 3.8 addressing the Family Educational Rights and Privacy Act, Contractor understands that it may have access to student educational records, under this Contract. MCCCDC designates Contractor and its employees and/or agents as a school official for purposes of the Family Educational Rights and Privacy Act of 1974. Contractor shall safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCDC and Contractor to release the information according to the authorization.
- 8.2.5 Contractor agrees to mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Contract by Contractor or its subcontractor.

8.3 RECORD AND DATA RETENTION, OWNERSHIP, ACCESS AND DECOMMISSIONING

- 8.3.1 As a political subdivision of the State of Arizona, MCCCDC 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, MCCCDC 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 MCCCDC 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.

- 8.3.2 MCCCDC owns all of the records and data of which Contractor has custody on MCCCDC'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 MCCCDC representative. Contractor will work with MCCCDC to transfer all of MCCCDC's records and data to MCCCDC on the termination or expiration of this Contract.
- 8.3.3 Contractor agrees to provide MCCCDC access to records and Confidential Information that Contractor holds or uses on behalf of MCCCDC upon written request of MCCCDC with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCDC and will maintain a record of those changes.
- 8.3.4 Contractor agrees to maintain, and provide to MCCCDC if requested, a record of when and to whom Confidential Information is disclosed.
- 8.3.5 MCCCDC 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.
- 8.3.6 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.

8.4 MCCCDC EXTERNAL ENTITY SECURITY AND HOSTING PRACTICES AND STANDARDS

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 MCCC'D's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCC'D and successful Proposer ("Contract"). MCCC'D 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 MCCC'D'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.

9.1 PARTIES TO AGREEMENT

The Contract shall be between the MCCC'D and the successful Proposer ("Contractor").

9.2 LIABILITY FOR TAXES

The Contractor is responsible for paying all taxes applicable to its operations, business property and income. MCCC'D shall not be liable for any tax imposed either directly or indirectly upon the Contractor, except that MCCC'D 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.

9.3 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.

9.4 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 MCCC'D authorized to sign contracts.

9.5 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.

9.6 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.

9.7 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.

9.8 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

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- Educational Rights and Privacy Act of 1974 (20 USC 1232g) and related Institution policies unless valid consent is obtained from MCCC'D'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 MCCC'D shall advise Contractor whenever any MCCC'D'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 MCCC'D, 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 MCCC'D, Contractor agrees to provide MCCC'D 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.

9.9 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless MCCC'D, 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.

9.10 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.

9.11 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.

9.12 CONFLICT OF INTEREST

Notice is given of Arizona Revised Statutes §38-511 under which MCCCCD 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>

9.13 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.

9.14 AUDITS

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

9.15 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 MCCCCD. If the Contract specifies that MCCCCD will reimburse the Contractor a specific cost, Contractor may not charge MCCCCD that cost without MCCCCD approving a prior estimate of it. Additionally, MCCCCD reimburses travel and related expenses only at the rate that it reimburses its employees.

9.16 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

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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. MCCCCD 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); and further agrees to abide by Executive Order No. 11246, as amended; 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 MCCCCD to ensure that the subcontractors and vendors are bound by this provision.
3. Contractor additionally agrees that it will cooperate with any investigation by MCCCCD 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.

9.17 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 MCCCCD 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 MCCCCD 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.

9.18 CONTRACT TERMINATION

MCCCCD may terminate this Contract for convenience by giving Contractor 15 days' written notice of termination. MCCCCD 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. 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.

9.19 BREACH CURE; REPLACEMENT

The Contractor shall perform all requirements of the Contract in a manner consistent with the highest industry or professional standards. If MCCCCD 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 MCCCCD's sole discretion, the Contractor diligently pursues correction of the default and correction cannot be completed in 10 days, MCCCCD 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. MCCCCD is entitled to exercise all of its remedies under applicable law and in equity relating to Contractor's breach.

9.20 INTERPRETATION

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

9.21 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.

9.22 WORK TO BE PERFORMED BY OTHERS

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

9.23 PURCHASES OF OTHER PUBLIC ENTITIES

MCCCCD has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCCD 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 MCCCCD 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 MCCCDC. 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.

9.24 PAYMENT

MCCCDC 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. MCCCDC 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, MCCCDC 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. MCCCDC 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 MCCCDC PURCHASING DEPARTMENT.

9.25 BILLING

If MCCCDC 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.

9.26 ADVERTISING AND PROMOTION

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

http://www.maricopa.edu/publicstewardship/governance/adminregs/auxiliary/4_19.php

9.27 UNAVAILABILITY OF FUNDS

MCCCDC 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. MCCCDC shall give Contractor prompt written notice after it knows that funding will not be available.

9.28 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.29 APPLICABLE LAW

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

9.30 PROPERTY RIGHTS

Except for pre-existing works of the Contractor or works of third parties for which Contractor has the permission to supply to MCCCDC under this Contract, MCCCDC 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 MCCCDC.

9.31 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 MCCCDC, the Contractor shall retain during performance and provide to MCCCDC 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. MCCCDC 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.

9.32 NOTICES

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

9.33 REVISIONS TO THE CONTRACT WORK OR PRICE

Contractor is on notice that the only MCCCCD representatives who may authorize revisions to the Contract are employees at MCCCCD'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 MCCCCD authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Contractor or an MCCCCD employee, must provide the authorized MCCCCD 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, MCCCCD 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 MCCCCD'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. MCCCCD will determine whether the requested price increase or an alternate option is in its best interest.

9.34 GIFTS, GRATUITIES, UNRELATED COMPENSATION AND CONFLICTS OF INTEREST

In the interest of public stewardship, MCCCCD holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCCD employee or officer from participating in any way in any MCCCCD decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCCD decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCCD employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCCD. MCCCCD 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 MCCCCD 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 MCCCCD, to an MCCCCD employee or officer responsible for MCCCCD decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

9.35 DISABILITY GUIDELINES

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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 2.0 at Level AA (WCAG 2.0 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 MCCCCD 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.

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: _____

b) Date: _____

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:

ATTACHMENT A

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
(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

(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 Business Classification (check applicable category)
- Minority Owned Business (MBE) _____
- Woman Owned Business (WBE) _____

Does your firm hold this certification from any other agencies or companies?

No: ___ Yes: ___ With Whom? _____

- 8 Name and address of office assigned to handle the MCCCCD account:

- 9 Account Manager Information:
 - Name: _____
 - Office Phone: _____
 - Cell: _____
 - Email: _____

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

- 11 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

Privacy and Security Questionnaire for Screening

1. Outside party name (vendor/contractor/company): _____

2. Will the product, service, or solution of the outside party (non-MCCCD) involve the processing, review, maintenance, retention, or use of MCCCD **Confidential Information** by that or any other outside party? yes no

Confidential Information refers to any non-publicly available data or information in all forms collected, stored, or maintained that encompasses information that is personal to or uniquely identifies students, employees, agents, or other MCCCD constituents, including but not limited to information that is protected by law or regulation.

Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding MCCCD employees and students, protected health information, and other personally identifiable information.

Applicable laws related to confidential information include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm–Leach–Bliley Act (GLBA aka Financial Services Modernization Act of 1999), Payment Card Industry Data Security Standard (PCI DSS), and applicable state laws.

3. Will the product, service, or solution involve hosting by an outside party (i.e. off-site storage or cloud-based hosting by one or more non-MCCCD parties) of MCCCD Confidential Information? yes no

4. Will any outside party have **access** to servers, systems, networks or have access to other manners of storing or displaying MCCCD Confidential Information (i.e. paper files and documentation, electronic spreadsheets etc.)? yes no

5. Describe the purpose/function of the contract. What business need is being met by this product or service?

6. Specify any data elements that will be shared with or accessed by any outside party for this contract (i.e. social security numbers, credit card numbers, student names or records, addresses, etc.):

Acknowledgement

By submitting this questionnaire, I certify that I have read and agree to its contents. I attest to the validity of the responses provided herein and I certify that all responses are (a) based on my personal knowledge and (b) the result of my due diligence to provide accurate and comprehensive information about the matter at hand.