



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3447-6

Digital Marketing and Related Services

Proposal Due Date

September 26, 2019 (local time)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP # 3447-6

Digital Marketing and Related Services

SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	August 23, 2019
Questions Due	September 5, 2019
Proposals Due	September 26, 2019
Proposed Contract Award	November 2019

Table of Contents

GENERAL	1
PROPOSAL INSTRUCTIONS	4
SCOPE OF WORK	8
PROPOSAL REQUIREMENTS	10
RESPONDENT QUESTIONNAIRE	12
EVALUATION CRITERIA.....	13
PRICING SCHEDULE	14
SPECIAL TERMS AND CONDITIONS	16
GENERAL TERMS AND CONDITIONS	33
SIGNATURE PAGE	42
ATTACHMENT A	43



ACKNOWLEDGMENT OF RECEIPT
RFP # 3447-6
Digital Marketing and Related Services

Please provide the requested information below as acknowledgment that you have received our Request for Proposal noted above. To ensure receipt of any future addenda and to remain in our vendor database it is strongly recommended that interested Bidders complete this acknowledgment and return via Fax to MCCCCD Purchasing at (480) 731-8190 or email to bid.acknowledgment@domail.maricopa.edu even if you do not intend to submit a proposal.

All addenda/amendments will continue to be posted on our website at <https://procurement.maricopa.edu/>

Failure to sign and return the "Acknowledge of Receipt" will result in your company not being sent any addenda to this RFP. Addenda may significantly alter the specifications of this RFP which could result in your proposal being deemed unresponsive if this form is not returned.

Name of Firm: _____

Address: _____

Tel #: _____ Fax #: _____

E-Mail: _____

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE: Failure to respond to this acknowledgement **may** result in your companies removal from our vendor database for this commodity.

() We will not be responding to this solicitation please retain us on the Proposing Firm's mailing list.

GENERAL

1.1 INTRODUCTION

Maricopa County Community College District (MCCCD) is seeking proposals from qualified firms to fulfill MCCCD's need for Digital Marketing and Related Services.

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, MCCCD 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 staffing contracts by infusing the program with new concepts, out-of-the box thinking, and value-added offerings that may not have existed before.

It is recommend that you review our 2017 – 2020 Strategic Commitments and detail in your proposal how leveraging a strategic partnership with your company can assist MCCCDC in achieving our goals. A copy of these commitments can be found using the link below:

<https://asa.maricopa.edu/sites/default/files/StrategicPlan20172020.pdf>

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

Maricopa County Community College District is seeking proposals from qualified firms for Digital Marketing and Related Services in accordance with the Scope of Work specified in this RFP. The awarded firm will assist MCCCDC with marketing the Maricopa Community Colleges on a wide range of digital platforms. This is intended to be a multiple award contract and will be used on an as-needed basis.

2.2 PROPOSAL QUESTIONS

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

Larry Woo, CPPB
Senior Procurement Analyst
(480) 731-8521 FAX (480) 731-8190
E-Mail: Larry.Woo@domail.maricopa.edu

Questions must be sent by mail or e-mail. Questions will only be accepted until **September 5, 2019**. 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 and sent to all known potential respondents, based on returned Acknowledgement of Receipt forms, on/about **September 12, 2019**.

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) printed original, nine (9) printed copies of the proposal and one (1) copy in PDF Format on a USB flash drive. The original must be clearly marked "Original" and the Proposal submission 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. (local time), September 26, 2019**. Proposals received after this time and date shall not be considered and will be returned unopened. When delivering your bid/proposal please allow for sufficient time to check in through the Security Desk.

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

Request for Proposal # 3447-6, Digital Marketing and Related Services

Proposal Closing Date: September 26, 2019 Time: 3:00 p.m. (Local Time)

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.

In submitting your proposal, make sure that it complies with Part IV – Proposal Requirements, Paragraph 4.3 – Deviations from RFP – to the extent that that paragraph is applicable to the terms of your submission.

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. Unless it is critical for the evaluation of a proposal, the District discourages the submission of proprietary information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District's Purchasing Manager will review all proprietary information after the proposals are opened and, in conjunction with District General Counsel, make a determination if the information provided meets the classification as proprietary. If the information cannot be classified as proprietary by the District, the Proposer shall be notified and provided to the opportunity to redact that information from their proposal. Any redacted information will not be considered when evaluating the proposal. 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. Please try and limit responses to fifty (50) typewritten pages in length plus any pricing schedule(s), exhibits, resumes, proposed draft revenue sharing agreement, or attachments.

2.7 PROPOSER MODIFICATIONS TO PROPOSALS

No modifications to proposals are permitted by the proposer after the published RFP opening date and time. Proposals may be modified after delivery, but before opening, by requesting that they be returned. Modifications must be made and the response returned by the published date and time.

2.8 WITHDRAWAL OF PROPOSAL

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 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 commence on or about November 1, 2019. A written Notice of Award with the specific contract start date will be made prior to commencement of performance. Initial term of the contract is intended to be through June 30, 2025. MCCCCD may, at its discretion, exercise up to 5 additional one-year option periods. 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 will be mailed or faxed to all that are known to have received a copy of the RFP. Addenda will also be posted to the proposal documents on the Purchasing website located at www.maricopa.edu/purchasing.

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

Marketing campaigns that will use the services of this contract may include district-wide initiatives under the Maricopa Community Colleges Brand or they may be created specifically for any of the individual ten colleges that comprise the Maricopa County Community College District (MCCCD).

The vendor will be able to perform the following desired digital marketing services including, but not limited to, paid search engines, social media platforms, and display advertising. The vendor may be asked to help develop and focus efforts to reach specific demographics using their portfolio of digital marketing channels.

The vendor should be able to provide detailed reporting and analytics on the effectiveness of a given campaign using a variety of metrics and measuring tools. Reporting is crucial to quantifying and justifying future budget allocations to insure target markets are being reached.

The vendor will also be able to clearly breakdown their pricing and show how their fees are calculated.

GENERAL REQUIREMENTS

The vendor is expected to have the ability and expertise to provide the services listed under "General Requirements".

Advertising Services

- Paid Search Marketing (Google, Bing)
- Paid Social Media Marketing (Facebook, Instagram, Twitter, Youtube, Snapchat, and/or additional social media platforms)
- Display (programmatic digital display)

Reporting

- Ability to report on calculated metrics like cost-per-lead, cost-per-application
- Real-time Analytics Dashboard for Reporting (Datorama or comparable)
- Expertise in Google Tag Manager
- Provide weekly reporting on key performance indicators like impressions, clicks, leads, calls, and applications
- Provide monthly reporting that includes strategic insights into campaigns regarding what is working, what is not working, and recommended adjustments to campaigns
- Manage complex budget allocations, including 10+ campaigns funded by multiple sources (District funding plus College funding), and be able to report on the impact each funding source contributed to campaign results

Pricing

- Responders should provide transparent pricing for each of the three major advertising tactics (Search, Social, Display), to clearly identify the percentage of total budget allocated to media vs. the dollars allocated to fees and/or other administrative expenses.
 - Search - ex. 20% management fee
 - Social - ex. 15% management fee
 - Display - ex. 10% management fee, 20% DSP license fee

**Pricing is to be submitted using the Pricing Schedule located in Section Seven of the RFP.*

PREFERRED SERVICES

Services that MCCCCD has an interest in are identified under “Preferred Services”. Preferred Services are considered relevant and/or related services that your firm may offer but are not requirements.

Advertising

- Digital Radio Advertising (Pandora, Spotify, iHeart, etc)
- Landing Page Design
- Terrestrial Radio Advertising
- Creative services (ad design, web design, video production etc)

Reporting

- Regular reporting to include a creative preview - ability for clients to see each creative/ad and corresponding metrics
- CRM (Microsoft Dynamics) Integration Expertise
- Phone Conversation Analytics (Dialogtech or comparable)

Experience

- Vendor should have experience as the agency of record for Higher Education Clients, providing digital marketing services for lead generation and enrollment

ADDITIONAL SERVICES

Additional Services are related services not specifically identified under this Scope of Work. You may list any relevant services under a heading of “Additional Services”. It will be at the discretion of MCCCCD whether to accept any of those offerings.

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 the business is in, if services requested require such licensure.
- 4.1.2 Must provide a completed revenue sharing platform signed by an authorized company signatory.
- 4.1.3 Must have carefully read and understand all parts of the RFP and certified that the Proposal is made in accordance therewith.
- 4.1.4 Must submit written answers to the Respondent Questionnaire (Section 5). All answers must be in the order in which the questions were asked.

4.2 DEVIATIONS FROM RFP

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

The term “material deviations” includes both deviations from the 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.

The Proposer must list in the separate listing specified above all deviations, including any additional terms, in its Proposal so that MCCCCD may consider them in determining the most advantageous offer. 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.

4.3 SIGNATURE

The Contractor shall furnish and include all requested information with their proposal. Statements are required to be complete and accurate, and the proposal shall be signed by an authorized signatory of the company (sworn to and notarized, if requested). A proposal submitted by an agent will have a

current Power of Attorney attached certifying the agent's authority to bind the Proposer. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

4.4 AWARD CONSIDERATION

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

4.5 FORMAT & SUBMITTAL REQUIREMENTS BOUND AND TABBED AS FOLLOWS

- Tab 1: Price Totals Sheet / Itemized Price List
- Tab 2: Signature Page
- Tab 3: Scope of Work
- Tab 4: Respondent Questionnaire
- Tab 5: Attachment A
- Tab 6: Warranty (if required)
- Tab 7: Signed Addenda (if any)
- Tab 8: Deviation to Terms and Conditions (if any)
- Tab 9: External Entity Due Diligence Question (if required)

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 and experience of your firm, and the specific individuals (submit resumes) who would be directly assigned to this project including their areas of specialization
- 5.2 Identify any Higher Education clients, types of services performed for them, and length of services.
- 5.3 List the name, addresses, and telephone number of three (3) clients who have retained you, and/or to whom you have provided similar services to, for at least one year.
- 5.4 Address in detail your knowledge, expertise, and experience in providing the services requested in Section 5, Scope of Work, and your understanding & ability to comply with the requirements of this RFP.
- 5.5 Provide a detailed description of similar work performed by your firm during the past five years.
- 5.6 Provide a definitive list of services your firm will provide.
- 5.7 Provide any other examples, justification, experiences that would further demonstrate your ability to provide the services requested in this RFP.
- 5.8 Provide how pricing is determined for display advertising, and how MCCCCD can understand the value provided in exchange for the investment

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

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

The undersigned has read and understands all conditions and terms of RFP 3447-6, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing indicated below:

FEE CHART

Please complete the following chart with as much detail as possible – **Transparency in your pricing structure is essential to MCCC’s evaluation of your proposal.**

Tactic	Total Spend	Active Ad Dollars	Management Fee	Administrative Fees
<i>Sample Search</i>	<i>\$1,000,000</i>	<i>\$850,000</i>	<i>15%</i>	<i>None</i>
<i>Sample Social</i>	<i>\$1,000,000</i>	<i>\$850,000</i>	<i>15%</i>	<i>None</i>
<i>Sample Programmatic Display</i>	<i>\$1,000,000</i>	<i>\$600,000</i>	<i>20%</i>	<i>DSP license fee 20%</i>
Paid Search				
Paid Social				
Programmatic Display				

List any Preferred or Additional Services and their costs below:

Preferred or Additional Services	Total Spend	Active Ad Dollars	Management Fee	Administrative Fees

Section Seven: PRICING SCHEDULE

Rev 090817

7.1 Prompt Payment Discount: _____

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, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, fuel charges, office supplies, 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.

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

The Contractor shall maintain during the term of the Contract (including any renewals of the initial term) the insurance policies specified in this Paragraph issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Before the start of Contract performance, MCCCCD may direct the Contractor to furnish the MCCCCD Risk Manager with certificates of insurance evidencing the required coverage, conditions, and limits required by the Contract at the following address:

MCCCCD Risk Manager
2411 West 14th Street
Tempe, AZ 85281-6942
Tel: 480-731-8879 / Fax: 480-731-8890

The insurance policies, except Workers' Compensation and Professional Liability, must be endorsed to name MCCCCD, its agents, officers, officials, employees, and volunteers as additional insured with this language or its equivalent:

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

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 MCCCCD 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 MCCCCD shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

- 8.1.1 Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury, property damage, personal injury, and products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
- 8.1.2 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 owned, hired, and non-owned vehicles.
- 8.1.3 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.
- 8.1.4 If applicable, 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.
- 8.1.5 If applicable, Network Security and Privacy Liability coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including PCI fines), penalties assessed by regulator, and defense costs with limit of not less than \$2 million per claim/\$2 million aggregate.

8.2 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

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

For purposes of this Contract, Confidential Information is defined as any and all MCCCD information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding MCCCD employees and students, personal health information (as defined by the Health Insurance Portability and Accountability Act of 1996), and other personally identifiable information identified by applicable law or regulation. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCD such as institutional financial and performance records.

- 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.

- 8.2.2 If the Contractor potentially has access to MCCCC 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. 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 to enhance or optimize the functionality of the service provided under the contract.
- 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 MCCCC Confidential Information on a need-to-know basis to its subcontractors who are performing services, provided those subcontractors have executed confidentiality agreements and have agreed to materially the same or greater security obligations as Contractor provides with respect to MCCCC Confidential Information hereunder, and further provided that Contractor shall remain legally and financially liable for any unauthorized disclosure of the MCCCC Confidential Information by those subcontractors.

If a Contractor staff person or Contractor subcontractor potentially will have access to MCCCC's network, facilities, data, Confidential Information, and/or Sensitive Information,¹ they may not perform any work involving such access until they have received MCCCC's privacy and security training, and/or accepted and agreed to adhere to MCCCC's privacy and security policies and procedures.² If exigent circumstances are presented, all or part of this requirement may be waived in writing by MCCCC's Chief Privacy Officer or General Counsel.

- 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. MCCCC designates Contractor and its employees and/or agents as an organization conducting certain studies for or on behalf of MCCCC for purposes of the Family Educational Rights and Privacy Act of 1974. Contractor shall safeguard those records and limit access to

¹ Sensitive Information is information that is so deemed under applicable law. Personally identifiable information, personally identifiable education records, individually identifiable health information, personally identifiable financial information and payment card information are examples of Sensitive Information covered under the Arizona Revised Statutes (ARS), 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) and Payment Card Industry Data Security Standard (PCI DSS), respectively.

² See, e.g., **MCCCC Statement on Privacy** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.22-statement-on-privacy>; **MCCCC Written Information Security Program** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.23-written-information-security-program>; and **MCCCC Information Security Incident Response Plan** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.24-information-security-incident-response-plan>.

- 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 At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.
- 8.2.5.1 These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed MCCCDC's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate MCCCDC representative with copies of those policies and plans upon request.
- 8.2.5.2 Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to MCCCDC. Contractor will supply the appropriate MCCCDC representative with copies of those policies upon request.
- 8.2.6 Contractor will inform MCCCDC's Chief Privacy Officer and the Office of General Counsel by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its contractors/agents has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCDC may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCDC internal and/or external legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will keep the MCCCDC Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available, and will communicate such information in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of Customer and Contractor,
- 8.2.7 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.
- 8.2.8 For purposes of this Contract, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If in the event that applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCDC, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iv) offer to provide two (2) years of

- industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.
- 8.2.9 If as result of the Contractor's systems, actions, and/or omissions, if a suspected or actual breach involving personally identifiable information or protected health information occurs, Contractor will obtain a mutually agreed upon vendor to provide at no cost to client forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold MCCCDC, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) of any kind relating to the disclosure of personally identifiable information caused by the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Amendment. Contractor will indemnify, defend and hold MCCCDC harmless from claims of any kind relating to the disclosure of MCCCDC Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its agents, employees, or any tier of Contractor's subcontractors.
- 8.2.10 To the extent that Contractor transmits or processes Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.
- 8.2.11 If applicable, during the term of the Contract, Contractor will be required to promptly update and resubmit the MCCCDC External Entity Due Diligence Questionnaire in Attachment to the RFP if it makes any revisions to its practices and policies that materially change its responses to that attachment.
- 8.2.12 If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains MCCCDC Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 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

This document identifies the security practices that are required for External Entities performing information technology services for MCCCDC.

I. Definitions

The term "Authorized Visitor" means visitors who are pre-approved by MCCCDC to access the Environments.

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

The term "External Entity" means the entity that is responsible for performing information technology

services for MCCCDC. External Entity is also comprised of various teams and individuals involved in information security at External Entity, including the executive-level oversight committee, corporate information, all lines of business (LoBs) and individual information security managers (“ISMs”) who are assigned by each LoB to represent the security leadership of each organization. Additionally, External Entity also includes any Subcontractor or third-party that External Entity deploys for the delivery of Services,

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

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

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

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

II. Security Policies

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

Organizational Security

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

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

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

Asset Classification and Control

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

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

computers.

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

Human Resource Security

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

Physical and Environmental Security

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

Access Control

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

Business Continuity Management

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

Compliance

- External Entity should have a policy that describes External Entity's treatment of data that resides on External Entity, MCCC'D or third-party systems (including personally identifiable

information or “PII”) to which External Entity may be provided access in connection with the provision of the Services.

- External Entity must have a policy that requires reporting of and response to information security incidents in a timely and efficient manner. External Entity must also maintain a detailed incident response plan to provide specific guidance for personnel involved in or supporting incident response.
- External Entity must have a policy that provides requirements for External Entity employees to notify identified contacts internally, in the event of suspected unauthorized access to MCCCDC data, PHI, PII and PCI.

III. Physical Security

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

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

IV. Network Security

External Entity must take the following steps to secure access to the Environments:

- External Entity employs intrusion detection systems within the External Entity network to provide continuous surveillance for intercepting and responding to security events as they are identified. External Entity utilizes a network-based monitoring approach to detect attacks on open firewalls ports within External Entity’s network. Events are analyzed using signature detection, which is a pattern matching of Environment settings and user activities against a database of known attacks. External Entity updates the signature database as new releases become available for commercial distribution. Alerts are forwarded to External Entity’s IT department for review and response to potential threats.
- External Entity uses router rules, access control lists and segmentation on the External Entity network.
- External Entity’s IT department manages and monitors all routers and firewall logs. Network devices are safeguarded via centralized authentication; usage is audited.
- When External Entity accesses the Environments residing on MCCCDC’s system over the Internet, it uses only (a) encrypted network traffic via industry standard Virtual Private Network (VPN) or equivalent technology, or (b) technology permitted by MCCCDC’s network administrator (e.g., direct dial-up or DSL if permitted on MCCCDC’s network). Unless otherwise specified in MCCCDC’s

order, in (a) above, External Entity uses External Entity Continuous Connection Network (OCCN), which utilizes a persistent VPN tunnel and Cisco Software VPN Combination, for internet-based connections to the Environments.

- To the extent specified in MCCCCD's order, External Entity may also use a desktop/laptop client based product when it accesses the Environments residing on MCCCCD's system over the Internet. Examples include: Cisco Software VPN, Nortel Software VPN, Checkpoint Software VPN, Netscreen Software VPN, Point-To-Point Tunneling Protocol (PPTP), Neoteris Secure Sockets Layer (SSL) VPN, Aventail SSL VPN.
- External Entity shall ensure that all systems that contact MCCCCD's network are controlled and managed from a virus protection perspective, to the extent that unmonitored or unwarranted systems (i.e. BYOD without External Entity Device Image) will be prohibited from connecting to MCCCCD's network.

V. Data Management/Protection

Deletion of Environments: Upon termination of services or at MCCCCD's request, External Entity will delete the Environments located on External Entity computers in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on External Entity preventing it from deleting all or part of the Environments. Unless otherwise specified in writing, External Entity will archive Environments on tape for six months following termination of the services. MCCCCD shall be entitled to request a recovery of such backed-up Environments within the six months following termination.

Reporting Security Incidents: If the MCCCCD contract specifies that External Entity is required to access a production Environment to perform the Services and/or to receive production data into a development or test Environment to perform the Services, External Entity will take the following additional measures:

- External Entity will promptly evaluate and respond to incidents that create suspicions of unauthorized misappropriation of MCCCCD's data. External Entity security will be informed of such incidents and, depending upon the nature of the activity, will define escalation paths and response teams to address the incidents.
- If External Entity determines that data in MCCCCD's Environments has been misappropriated (including by a External Entity employee), External Entity will report such misappropriation to MCCCCD in writing.
- External Entity personnel are instructed in addressing incidents where handling of data has been misappropriated, including prompt and reasonable reporting and escalation procedures.

Disclosure of Data: External Entity will not disclose data located on External Entity systems, including text and images, except in accordance with MCCCCD's contract, MCCCCD's instructions, or to the extent required by law. External Entity will use diligent efforts to inform MCCCCD, to the extent permitted by law, of any request for such disclosure before disclosure is made.

Crisis Management and Escalation Management: External Entity policy will provide a detailed plan to address an identified infection or high-risk security breach (high-risk event). Such policy will include the detailed activities that address escalation of the resolution of the high risk event, up to an executive level crisis management.

VI. Access Control

Account Provisioning and Passwords: External Entity must maintain the following standards for

provisioning access to and creating passwords for the Environments that are in the control of External Entity:

- Access is provisioned on a need-to-know basis.
- Passwords conform to the strong password guidelines that include complexity, expiration, duplicity and length. Passwords will not be written down or stored online unencrypted.
- Passwords are treated as External Entity confidential information.
- At MCCC'D's request, External Entity will agree with MCCC'D on a schedule for periodic password changes.
- User IDs and passwords to MCCC'D's systems are not communicated to any other person without MCCC'D's prior authorization.

General Access: In the event of employee terminations, deaths or resignations, External Entity will take immediate actions to terminate network, telephony and physical access for such former employees. External Entity security will periodically review accounts of terminated employees to verify that access has been terminated and that stale

VII. Additional External Entity Practices

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

- External Entity maintains a mechanism within the External Entity network that scans all email sent both to and from any External Entity recipient for malicious code and deletes email attachments that are infected with known malicious code prior to delivery.
- External Entity requires all External Entity employee laptops or other devices that can access MCCC'D's network to be loaded with virus protection software. External Entity maintains mechanisms to ensure that virus definitions are regularly updated, and that updated definitions are published and communicated to employees and other device users. These mechanisms also give employees and other device users the ability to automatically download new definitions and update virus protection software. From time to time, External Entity security will conduct compliance reviews to ensure employees and other device users have the virus software installed and up-to-date virus definitions on all desktops and laptops.

Information Security Managers: External Entity should have ISMs, who function as advocates within External Entity and carry the accountability to:

1. Ensure information security awareness to External Entity employees and management, and
2. Work collectively with that group to help implement and comply with External Entity's corporate security practices, policies and initiatives.

VIII. Human Resources Security

Personnel: All External Entity employees, independent contractors, and temporary employees must be required to abide by the External Entity code of ethics and by MCCC'D rules, when visiting MCCC'D sites. External Entity must place strong emphasis on reducing risks of human error, theft, fraud, and misuse of facilities. External Entity's efforts should include screening personnel, making personnel aware of security policies, and training employees to implement security policies. For example, employees are expected to have a clear understanding of password policies and policies concerning the handling of confidential information (in any form or shape).

Employee Security Requirements

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

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

Subcontractors

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

Employee Training

- All External Entity employees are required to complete information protection awareness training upon hiring and at least every two years thereafter. The course instructs employees on their obligations under the various central External Entity privacy and security policies. The course also trains employees on data privacy principles as well as data handling practices that may apply to their jobs at External Entity and are required by company policy, including those related to notice, consent, use, access, integrity, sharing, retention, security and disposal of data.
- External Entity performs periodic compliance reviews to determine if employees have completed the online data privacy awareness-training course. If External Entity determines that an employee has not completed this training, the employee will be promptly notified and instructed to complete such training as soon as practicable, and may be subject to disciplinary action.
- External Entity promotes awareness of, and educates employees about, issues relating to security. External Entity prepares and distributes to its employees notices and other written material on security.

Enforcement

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

VII. Additional External Entity Practices

Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

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

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

SAMPLE CYBERSECURITY CONTRACT TERMS

The following list provides examples of topics for security and privacy contractual terms that MCCCCD External Entities may be asked to adopt; examples of sample verbiage are noted for some topics:

Background Check and other Personnel Policies

Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to Customer in accordance with MCCCCD policy. Contractor will supply the appropriate MCCCCD representative with copies of those policies upon request.

Confidential Information

Sample Verbiage:

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

For purposes of this Agreement, Confidential Information, including Customer Data, is defined as any and all Customer 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.

Personally identifiable information (e.g., social security numbers; an individual's full name in combination with their date of birth), personally identifiable education records, individually identifiable health information (e.g., an individual's name in combination with Health insurance subscriber identification number), and personally identifiable financial information and payment card information (e.g., financial account number, credit card number, and/or debit card number in combination with the required security code necessary to permit access) are examples of Confidential Information covered under the Arizona Revised Statutes (ARS), 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) and Payment Card Industry Data Security Standard (PCI DSS), respectively. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCCD such as institutional financial and performance records.

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 Amendment, and (iii) information that becomes known to the receiving Party from a source other than the disclosing Party on a non-confidential basis, unless said source and the receiving party agree otherwise.

Contractor agrees that Confidential Information provided to it during the provision of service, or to which it may potentially have access, during the provision of service, shall be used only and exclusively to support the service and service execution and not for any other purpose. Such use shall not include examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing).

- i) The Contractor may use aggregate statistics on service usage in order to enhance or optimize the functionality of the service provided under the Master Agreement.

Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

The receiving Party will limit access to Confidential Information to its employees who need to know the Confidential Information in order to carry out the activities under the Master Agreement and will instruct those employees to keep the information confidential. It is understood, however, that Contractor may disclose the Customer Confidential Information (including Customer Data) on a need to know basis to its agent(s) who are performing services, provided those agent(s) have executed confidentiality agreements and have agreed to materially the same or greater security and privacy obligations as Contractor provides with respect to Customer Data hereunder, and further provided that Contractor shall remain liable for any unauthorized disclosure of the Customer Confidential Information (including Customer Data) by those agent(s).

If a Contractor's staff person or Contractor's agent(s) potentially will have access to MCCCC's network, facilities, data, and/or Confidential Information, they may not perform any work involving such access until they have received MCCCC's privacy and security training, and/or accepted and agreed to adhere to MCCCC's privacy and security policies and procedures.³ If exigent circumstances are presented, all or part of this requirement may be waived in writing by MCCCC's Chief Privacy Officer or General Counsel.

Contractor understands that it may have access to student educational records, under this Amendment. In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), Contractor shall safeguard those records from improper disclosure and limit access to those records to only its employees and/or agent(s) whose access to them is essential to the performance of this Agreement. Furthermore, 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 MCCCC and Contractor to release the information according to the authorization.

At all times during this Agreement, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they:

- I. Meet or exceed MCCCC's information security and privacy policies and procedures as described herein,
- II. Do not conflict with MCCCC incident response requirements and, to the extent that they do, Contractor agrees to match and comply with MCCCC's requirements, and
- III. Retain the level of protection provided for MCCCC's Confidential Information at a level that is materially the same or greater than the level of protection provided at the outset of the Term of this Agreement.

Contractor will supply the appropriate MCCCC representative with copies of those policies and plans upon request.

Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to Customer in accordance with MCCCC policy. Contractor will supply the appropriate MCCCC representative with copies of those policies upon request.

Contractor shall inform MCCCC's Chief Privacy Officer and MCCCC's Office of the General Counsel by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor's employee(s) and/or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCC may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCC internal legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will promptly update the MCCCC Office of General Counsel as additional details about the nature of the Confidential Information become available, and will communicate in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of MCCCC and Contractor,

Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Amendment by Contractor's employee(s) and/or its agent(s).

For purposes of this Amendment, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If as a result of the Contractor's systems, actions, and/or omissions, a suspected or actual breach involving Confidential Information occurs and applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCC, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon entity to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard

³ See, e.g., **MCCCC Statement on Privacy** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.22-statement-on-privacy>; **MCCCC Written Information Security Program** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.23-written-information-security-program>; and **MCCCC Information Security Incident Response Plan** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.24-information-security-incident-response-plan>.

Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.

MCCCD agrees that it will not provide Contractor with any data that contains payment card information.

If as a result of the Contractor's systems, actions, and/or omissions, a suspected or actual breach involving Confidential Information occurs, Contractor will obtain a mutually agreed upon entity to provide at no cost to MCCCD forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold MCCCD, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including, but not limited, to attorney fees and court costs) of any kind relating to the disclosure of MCCCD Confidential Information caused by the negligent or intentional acts or omissions of the Contractor, its employees, and/or any tier of Contractor's agent(s) in the performance of the Agreement, as judicially determined by a court of competent jurisdiction. Contractor will indemnify, defend and hold MCCCD harmless from claims of any kind relating to the disclosure of MCCCD Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its employees, and/or any tier of Contractor's agent(s), as judicially determined by a court of competent jurisdiction.

To the extent that Contractor transmits or processes MCCCD Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.

During the Term of the Master Agreement, Contractor will be required to promptly update and resubmit the MCCCD External Entity Due Diligence Questionnaire, if it makes any revisions to its practices and policies that materially change its responses to that attachment. A copy of the version which Contractor last submitted on _____, 20__ is attached hereto as Attachment __.

If Contractor, its employees, and/or any tier of Contractor's agent(s) in the performance of this Contract hosts or maintains MCCCD Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

If this Agreement involves the use by MCCCD of a site hosted or maintained by Contractor or should this Agreement involve the access by Contractor to MCCCD's site(s), Contractor shall use all reasonable endeavors to ensure no viruses or malicious code such as malware, spyware, key logger, bots (as the expressions are generally understood in the computing industry) are introduced, and that there is no corruption or modification or compromise of MCCCD systems or Confidential Information. Contractor agrees that it will not take any actions that will result in denial of service, interruption of service, outages, reduction or compromise in quality and efficiency of service, leakage or stealing of Confidential Information, interference with mandated lawful interception policy, methodology and provisions, enhanced risks of attacks, overbilling, frauds or any other compromise of the security of any and all data transmitted through the relevant systems and sites.

Cybersecurity Insurance

Sample Verbiage:

Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better⁴. Before beginning work under this Agreement, Contractor shall furnish the MCCCD Risk Manager with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement at the following address:

Ms. Sheri Swain
MCCCD Risk Manager
2411 West 14th Street
Tempe, Arizona 85281
480-731-8879
480-731-8890(fax)

The insurance policies, except Worker's Compensation and Professional Liability, shall be endorsed to name MCCCD and its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

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

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past expiration of this Agreement 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 MCCCD Risk Manager. Contractor's insurance must be primary, and any insurance or self-insurance

⁴ For more information, please reference A.M. Best at <http://www.ambest.com/>

Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

maintained by MCCCDC shall not contribute to it. If any part of this Agreement is subcontracted, these insurance requirements also apply to all subcontractors and/or agent(s). Insurance coverage required under this Agreement is:

- a) Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, property damage, personal injury, and products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement.
- b) 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 owned, hired, and non-owned vehicles.
- c) Workers' 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.
- d) 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.
- e) Network Security and Privacy Liability coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including PCI fines), penalties assessed by regulator, and defense costs) with a limit of not less than \$2 million per claim/\$2 million aggregate.

Dispute ResolutionHosting LocationMaintenance and Incorporation of Privacy and Security Policies

Sample Verbiage:

"Agreement" means the Agreement, each annex and/or addenda added to the Agreement through an amendment, each Amendment to the Agreement, and the following Contractor documents ("Documents"), which are incorporated herein by this reference:

- a) Certificate of Insurance
- b) Business Resiliency Program Overview
- c) Global Security Organization Overview
- d) Hosting Services Executive Summary
- e) Information Security Policy Statement
- f) Information Security Program and Data Center Security Architecture Overview
- g) Global Privacy Policy Statement
- h) Incident Response Plan Executive Summary
- i) Global Security Third-Party Security Risk Management

Mitigation of Effect of Security IncidentNotification of Security Incident

Sample Verbiage:

Contractor shall inform MCCCDC's Chief Privacy Officer and MCCCDC's Office of the General Counsel by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor's employee(s) and/or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCDC may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCDC internal legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will promptly update the MCCCDC Office of General Counsel as additional details about the nature of the Confidential Information become available, and will communicate in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of MCCCDC and Contractor,

Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Amendment by Contractor's employee(s) and/or its agent(s).

For purposes of this Amendment, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If as a result of the Contractor's systems, actions, and/or omissions, a suspected or actual breach involving Confidential Information occurs and applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCDC, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon entity to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions

Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

where such products are available.

Personnel Policies

Privacy Laws

Record and Data Retention, Ownership and Decommissioning

Sample Verbiage:

As a political subdivision of the state of Arizona, MCCCCD 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, MCCCCD 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 and/or its agent(s)' hosted system shall have the ability to:

- a) Archive MCCCCD records according to variable time periods/life cycles;
- b) Search and retrieve MCCCCD records based upon content;
- c) Place a litigation hold on MCCCCD records to ensure that they are not deleted;
- d) Grant direct access to MCCCCD for its own search and production of MCCCCD records;
- e) Preserve meta data;
- f) Produce MCCCCD electronic records; and
- g) Comply with the Americans with Disabilities Act.

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

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

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

MCCCCD 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.

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, except to the extent copies are required by law to remain with the receiving Party.

MCCCCD shall maintain student information according to the retention schedule found at: <https://chancellor.maricopa.edu/public-stewardship/records-information/records-retention-and-disposition-schedules-for> .

Termination for Breach

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 MCCCCD's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCCD and successful Proposer ("Contract"). MCCCCD 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 MCCCCD'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 MCCCCD 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. MCCCCD shall not be liable for any tax imposed either directly or indirectly upon the Contractor, except that MCCCCD 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 MCCCCD 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.

9.9 INDEMNIFICATION

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

If applicable, Contractor shall also indemnify, defend and hold harmless MCCCDC and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services or materials under this Agreement violates the claimant's property rights. Contractor shall be responsible for obtaining any intellectual property consents for materials or services that it provides under this Contract.

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 MCCCDC 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 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.

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

MCCCD may terminate this Contract for convenience by giving Contractor 15 days' written notice of termination. MCCCD may terminate this Contract for the failure of the Contractor to perform according to the Contract by giving the Contractor 10 days' written notice of the failure to comply. MCCCD may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

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

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

MCCCD 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

MCCCD has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCD is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements and with the concurrence of the Contractor, other public entities that are members of these associations or any entity within MCCCD may purchase services or materials, as applicable, off of this Contract unless Contractor explicitly specified in its proposal that it did not want to make the Contract available other than to MCCCD. This provision applies only to contracts that are for the provision of services or supplies on an “as-needed” basis throughout the contract term, and not to contracts for specific projects or one-time purchase where the contract expires on the completion of the project or the purchase.

9.24 PAYMENT

MCCCD will pay for services or materials under the Contract after the Contractor has supplied them and only after the Contractor submits a detailed invoice referencing a purchase order or Procurement card, itemizing the services/deliverables or materials provided and specifying the dates that they were provided. MCCCD may request supporting documentation for an invoice. Where the Contractor is to provide services or materials over a period of time, such as for a project, MCCCD may agree to pay progress payments. If approved, progress payments will be paid in arrears and require that the Contractor submit the detailed invoice specified in this clause. MCCCD reserves the right to dispute an invoice or make partial payment based on the Contractor’s failure to perform the Contractor’s work according to the Contract, including for lack of timeliness or failure to provide deliverables.

CONTRACTOR MAY NOT BEGIN WORK UNDER THE CONTRACT NOR WILL ANY PAYMENT BE MADE WITHOUT THE CONTRACTOR RECEIVING A SIGNED PURCHASE ORDER OR PROCUREMENT CARD FROM THE MCCCD PURCHASING DEPARTMENT.

9.25 BILLING

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

9.26 ADVERTISING AND PROMOTION

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

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

9.27 UNAVAILABILITY OF FUNDS

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

9.28 NO WAIVER OF SOVEREIGN IMMUNITY

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

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

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

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 MCCCDC representatives who may authorize revisions to the Contract are employees at MCCCDC'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 MCCCDC authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Contractor or an MCCCDC employee, must provide the authorized MCCCDC 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, MCCCDC 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 MCCCDC'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. MCCCDC 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, MCCCDC holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCDC employee or officer from participating in any way in any MCCCDC decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCDC decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCDC employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCDC. MCCCDC 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 MCCCDC 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 MCCCDC, to an MCCCDC employee or officer responsible for MCCCDC decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

9.35 DISABILITY GUIDELINES

If applicable to the work of the Contractor under this Contract, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Contract comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 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 MCCCDC 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

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:

ATTACHMENT A

BIDDER'S STATEMENT

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

TYPE OF BUSINESS ORGANIZATION

Please check the appropriate box(es).

_____ The Bidder represents that it operates as:

_____ A CORPORATION incorporated under the laws of
the State of _____

_____ An INDIVIDUAL

_____ A PARTNERSHIP

_____ A NON-PROFIT ORGANIZATION

_____ A JOINT VENTURE

Federal Employer Identification Number: _____

PARENT COMPANY and IDENTIFYING DATA

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

The Bidder:

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

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

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

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

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

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

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

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

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

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

- 1 Days of week available for services: _____
- 2 Business hours of operation: _____
- 3 On-call/Emergency service hours: _____
- Phone Number(s): _____
- Web Address: _____
- FAX Number: _____

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: _____

- 10 Contractors 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



RFP 3447-6 ADDENDUM #1 & ACKNOWLEDGMENT

Description: Digital Marketing and Related Services
RFP #: 3447-6 Addendum #1
Date: September 13, 2019

The following clarifications, changes, additions or deletions for this project shall be made to the above mentioned RFP; all other conditions shall remain unchanged. The Addendum supersedes current conditions shown in the RFP document. This Addendum forms a part of the Contract Documents and modifies them as follows:

1 – CORRECTION: Section Four: PROPOSAL REQUIREMENTS

Item 4.1.1 on Page 10 under MINIMUM REQUIREMENTS originally states:

Must provide a completed revenue sharing platform signed by an authorized company signatory.

Item 4.1.1 has been changed to:

Must provide a completed Pricing Schedule (Section 7) signed by an authorized company signatory.

2 – CORRECTION: Section Seven: PRICING SCHEDULE

The last line on Page 15 originally states:

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.

The last line of Page 15 has been changed to:

You may submit a more detailed pricing schedule in lieu of the above as an attachment to this page, but the signature page (Section 10) must be completed, signed and included with your proposal.

3 –QUESTIONS and ANSWERS

No further questions will be answered.

Below are responses to the questions that were received regarding this RFP. If your question(s) was not specifically answered it may be because it was not pertinent to your ability to respond to the RFP; did not address what was requested in the RFP; was similar to a question previously asked; was information that

only the successful proposer will need and will be provided when they start working on the project; and/or the answer is already contained in the RFP package or available on our website.

Please note the questions are in black, with the response following in blue. When possible wording for each question was kept in the same format as received but may have been edited to provide clarity. Questions may be placed in a different order and renumbered. Responses to questions received are as follows:

Q1. What is the anticipated annual budget for this requirement? If the annual budget isn't available, please confirm how much you have spent in previous years?

A1. Approximately \$3,000,000 annually in advertising dollars.

Q2. Who are your main competitors within the Higher Education sector?

A2. Students often consider the local state universities (ASU, UofA, NAU), private universities (GCU, UoP, DeVry), and private trade schools (UTI, RSI).

Q3. Do you currently have an incumbent agency providing these requirements? If so, who?

A3. We currently use Centro, AZRepublic, Fervor, Lavidge.

Q4. Is the reason for this RFP because your current RFP is expiring, or are you looking for a new partner to deliver the requirements?

A4. We are looking to secure long-term partners for these services.

Q5. Will equal weighting be given to agencies that may perform some related tasks outside of the US (e.g. in the UK)?

A5. Specifics on evaluation score weighting cannot be disclosed.

Q6. Will any preference be given to local (Arizona-based) agencies?

A6. No preference will be given.

Q7. Can you confirm that there is no additional consideration for women or minority owned firms?

A7. You are encouraged to identify yourself as such but no additional consideration is given.

Q8. Can you provide expected annual budgets for the advertising services listed in the RFP: paid search, paid social media, display?

- A8. Approximately \$3,000,000 annually in advertising dollars - the allocation amongst channels will vary by college, campaign, and based on the recommendation of selected partner(s).
- Q9. What has been the expenditure over each of the last three years for the listed services?
- A9. Approximately \$3,000,000 annually in advertising dollars.
- Q10. How many separate campaigns were executed in each of the last three years?
- A10. No specific historical record is kept regarding campaigns. Each of the ten Colleges of the District have executed individual campaigns, in addition to over-arching campaigns for the Maricopa District brand. Numerous small campaigns are also launched throughout the year.
- Q11. Can we provide pricing for each of the potential six years of the contract? Will the pricing be set for each of the years?
- A11. Pricing should be set across all years.
- Q12. Can we provide a one-time setup fee cost during the initial contract year?
- A12. A one-time setup fee may be proposed if necessary. Any setup fees will be factored into your final pricing for evaluation purposes.
- Q13. Can we include elements of the preferred services within our pricing proposal such as landing page design?
- A13. Yes.
- Q14. Are proposal subject to any type of Sunshine Law that would allow others to view or receive a copy of the proposals after the contract is awarded?
- A14. As a public agency MCCCDC is subject to state statutes on releasing public records. See "Section 8.3 Record and Data Retention, Ownership, Access and Decommissioning".
- Q15. Please confirm whether the RFP is to be awarded to a single provider, or whether multiple providers will be awarded the contract for Digital Marketing and Related Services?
- A15. It is MCCCDC's intent is to make this a multiple firm contract award.
- Q16. If the latter, how many providers will be appointed on the multiple-award contract?
- A16. There is no pre-determined number of contract awards.

- Q17. Regarding the running of the multiple-award contract, would each project be subject to a separate request for quote from all providers on the multiple-award contract? Or will projects be awarded directly to a preferred provider for that requirement?
- A17. Each project will be subject to a new quote based on specific details of the campaign such as objectives, timelines, creative assets, etc. It will be MCCCCD's sole discretion on how many contractors to request a quote from.
- Q18. How many projects per year can providers expect to be procured under the multiple-award contract?
- A18. MCCCCD cannot project a number of projects a provider may be awarded.
- Q19. Regarding Section 2.1, 2.4:
Please clarify MCCCCD's definition of "multiple award contract."?
- A19. See Answer 15.
- Q20. In order to best serve you as our campus partner, we need to understand the scale of the resulting project. Does the District have an anticipated annual use for these services or a schedule?
- A20. See Answer 1.
- Q21. Regarding Section 2.6, 4.1.2:
Please clarify MCCCCD's definition of a "revenue sharing platform."
- A21. This was included by mistake. Please see Item 1 of this Addendum for the correction.
- Q22. Regarding Section 4.2, 4.5:
In the event we were to have any deviations from any terms or conditions of the RFP, should these be submitted under tab 7? Or should they be provided in an entirely separate document??
- A22. Any requested deviations from any term or condition should be listed separately and inserted under Tab 8 and labeled as: Requested Deviations. Cite the specific area (Page, Section/Heading, etc.) that you requesting to deviate from along with your alternate term request.
- Q23. Regarding Section 7-7.1:
In order to ensure that we propose a solution that meets the District's needs and expectations, we request the annual budget overall for this project. Please also provide the budget broken down by each college and the District.
- A23. Approximately \$3,000,000 annually in advertising dollars total.
- Q24. Regarding Section 7-7.1:
What is the media spend budget?

- A24. See Answer 1.
- Q25. Regarding Section 7-7.1:
7.1 notes that “the next page must be completed, signed and included with your proposal.” The next page of the RFP document does not include a form to be completed and/or signed—is there a page missing? If so, please send the form to be completed?
- A25. This was a typo. Please see Item 2 of this Addendum for the correction.
- Q26. Regarding Scope of Work:
Is the anticipated audience for these campaigns only Maricopa County, or is the District looking to broaden your reach? If broadening your market, please specify.
- A26. As a general rule campaigns will be targeted to Maricopa County or specific zip codes within the county. Rarely will any campaigns include out-of-state/out-of-county targeting.
- Q27. Regarding Scope of Work: General Requirements: Reporting:
Please clarify, does MCCCC expect different/multiple sources of funding and/or different methods of payment for the same campaign?
- A27. Yes - each of the 10 colleges has a unique funding source/budget in addition to District funding.
- Q28. Regarding Scope of Work: Preferred Services: Experience:
Please clarify MCCCC’s definition of “agency of record.”?
- A28. The primary provider of digital marketing/related services.
- Q29. Regarding Section 8.2.11:
The RFP does not include anything labeled as the MCCCC External Entity Due Diligence Questionnaire referenced in this section. This appears to be different from the Respondent Questionnaire provided on page 12 (Sections 5.1-5.8). Is the MCCCC External Entity Due Diligence Questionnaire required for this RFP? If so, please provide.?
- A29. The External Entity Due Diligence Questionnaire (EEDDQ) would be requested if MCCCC determines a need for a more thorough review of security and privacy of a proposing firm. MCCCC will notify a proposer if that is required and provide the form to be filled out at that time.
- Q30. Section 1.4-1.6 highlights the need for a strategic partnership, the nature of which does not sound like digital marketing contrary to the needs stated in 2.1. Is this project in support of an internal restructure to create efficiencies that will reduce operating costs for the District?
- A30. Section 1.4-1.6 is not a specific response requirement for the Digital Marketing RFP but is meant as a talking point with any contract partner once an award it made. If you have ideas that may enhance the value of this contract and relationship MCCCC would be interested in holding those discussions.

Q31. What is the budget range for this project including media?

A31. See Answer 1.

Q32. On page 12 under Advertising, you ask for web design. Does the District envision that a web redesign of its website will be part of this project?

A32. No - only landing page design if/when deemed necessary by MCCCCD leadership

Q33. Please elaborate on this requirement cited in 4.1.2: "Must provide a completed revenue sharing platform signed by an authorized company signatory."?

A33. See Answer 21.

Q34. Are there specific academic areas of interest that the vendor will be expected to promote, or will the campaigns be more for general awareness for the District and its ten colleges?

A34. Both brand and program-specific campaigns

Q35. Is this the first time the District has invested in a District-wide marketing campaign?

A35. No. We have executed a similar plan during the 18-19 FY.

Q36. Does the District require a rebrand to unify the marketing communications efforts of the ten colleges or will the vendor be expected to adhere to existing brand standards/guidelines?

A36. No rebrand is planned. Current brand standards should be adhered to.

Q37. Is it safe to assume that increased awareness and enrollment growth across the District's colleges is the primary goal of this project?

A37. Yes.

Q38. Will an engagement with the District entail any number of ad hoc sub-projects with individual District colleges based on their specific digital marketing needs?

A38. Yes.

Q39. Does the District have an existing inventory of photography and video content that the vendor can utilize for digital ads?

A39. Yes

Q40. What is the length of the contract?

A40. Per Section 2.12 Contract Commencement/Term, the initial term of this contract will be through June 30, 2025 with 5 additional, optional, 1-year renewals available.

Q41. Please elaborate on what the "Contractors License Number(s)" is as asked for in Attachment A, Bidder's Statement?

A41. This is not applicable to this RFP and does not need to be filled in.

Q42. How many agencies are invited to pitch?

A42. The specific number cannot be disclosed.

Q43. Who are the key decision-makers at MCCCCD (board members, committee, etc.)?

A43. Information about MCCCCD leadership may be found here:

<https://www.maricopa.edu/about>

No specific information on committee members can be disclosed at this time.

Q44. Do you have a current agency partner providing these services? If so, who is it?

A44. Yes. Centro, Inc.

Q45. Is this RFP time or issue based (meaning is it mandated every two or three years or is there a specific issue or problem that needs to be solved)?

A45. This RFP is being issued to a need of the District.

Q46. If it's the later, what is the biggest issue we can help solve?

A46. A long-term, best-in-class partner(s) for digital marketing services.

Q47. What's the available budget for these services?

A47. See Answer 1

Q48. Regarding Section One: General

1.6 Value Added Offerings - In the first paragraph of this section, MCCCCD requests creative solutions and potential value offerings to be included in demonstrating how a firm would be an ideal strategic partner. However, in the second section, MCCCCD requests potential value added offerings may be

proposed in the general attachment, but will not be reviewed and considered until after the competitive evaluation process has been completed.

Are we to provide value added offerings within our narrative demonstrating our ability to leverage other service capabilities as a strategic partner or do you prefer that information is included as a separate attachment? If it is to be included as a separate attachment, how will MCCCDD determine the best strategic partner if value add service offerings/capabilities are not considered during the proposal review process?

A48. As outlined in Answer 30, Value Added Offerings are not a specific requirement that must be answered or offered. The strength of the solution(s) proposed to MCCCDD's stated SOW/Requirement will determine any possible award(s).

Any Value Added Offerings should be provided as an attachment and labeled as such and added in a separate tab at the end of the required tabs as listed in Item 4.5 Format & Submission Requirements. Value Adds are intended as conversations to be had post-award should MCCCDD see any merit in exploring them. They are not an evaluated point of the Digital Marketing RFP that will determine an award.

Q49. Regarding Section Four: Proposal Requirements:
Can you please provide more detail regarding the minimum requirement detailed in 4.1.2 and provide MCCCDD's definition of "completed revenue sharing platform signed by an authorized signatory"?

A49. See Answer 21.

Q50. Regarding Section Seven: Pricing Schedule:
Is there an average budget across all colleges which MediaCross can use to base its sample paid search, social and programmatic display costs on? Would it be acceptable to also include our hourly rate structure?

A50. See Answer 1

Q51. Can you please elaborate on section 4.1.2? Must provide a completed revenue sharing platform signed by an authorized company signatory.

A51. See Answer 21.

Q52. Regarding Section 1.5:
The following link is not working -
<https://asa.maricopa.edu/sites/default/files/StrategicPlan20172020.pdf> Do you have a document or a working link?

A52. The corrected link is below:

<https://procurement.maricopa.edu/sites/procurement/files/purchasing/forms/MCCCDD%20Strategic%20Commitments%202017-2020%20-%20Nov%2015%2C%202016.pdf>

- Q53. Regarding Section 2.1:
Can you elaborate on the following sentence- "This is intended to be a multiple award contract and will be used on an as-needed basis." Our confusion is on the "multi award" portion does this mean that the award is for multiple years or something else?
- A53. See Answer 15.
- Q54. Regarding Scope of Work, Section 3:
How do you define the measurement of the impact of the campaigns- is this the clicks, leads, etc.? What is the current in-house formula for funding sources?
- A54. Impact is currently measured by lead volume and cost-per-lead. District funding is allocated equally amongst the 10 colleges and college funds are invested at the sole discretion of individual college leadership.
- Q55. Regarding Scope of Work- Preferred Services:
Is your current CRM Microsoft Dynamics?
- A55. Yes
- Q56. Regarding Minimum Requirements, Section 4.1:
What determines a revenue sharing opportunity for MCCCCD? Is this a Cost Per Acquisition? How do you define an Acquisition (completed inquiry form, registration, click, etc.)? Do you have determined value amount for the Acquisition?
- A56. See Answer 21.
- Q57. How are current leads managed for re-marketing purposes? Do you also use email marketing to convert the leads.
- A57. Retargeting and email nurture campaigns have been implemented in the past.
- Q58. On page 15 at the end of Section Seven it says "the next page must be completed, signed and included with your proposal." Is that referring to page 16, which has no space for a signature, or to page 15?
- A58. See Answer 25.
- Q59. In section 4.5 it mentions the bound submittal should include 9 tabs.
Three questions about that:
- Is Tab 1 meant to include our answers to the Pricing Schedule material on pages 14-15?
 - Assuming Tab 2 is meant to include page 42, Tab 4 to include page 12, and Tab 5 to include pages 43-46, what should Tab 3 include? Should that replicate our answer to Respondent Questionnaire item 5.4 on page 12?
 - If there is no material for Tab 6, 7, 8, or 9 should the no-material tab be included anyway?

A59. Yes, Tab 1 should be the information requested in Section Seven: Pricing Schedule.

Tab 3 should include any information you need for item 5.4 in response to the Section Three: Scope of Work. In the respondent questionnaire you may simply state “See Information in Tab 3” rather than reprint that information.

All tab numbers should be accounted for and included. Simply provide a sheet in that tab indicating it is Not Applicable, Not Required, etc.

Q60. Regarding 1.5 Strategic Partnerships (page 2):
This URL (<https://asa.maricopa.edu/sites/default/files/StrategicPlan20172020.pdf>) does not go to the 2017-2020 Strategic Plan, it goes to my.maricopa.edu.
While I believe we have located the 2017-2020 Strategic Commitments from searching the web; however, my team and I want to be sure that we have the correct document in which to align and assist MCCCCD in achieving your goals.

A60. See Answer 52.

Q61. Regarding Proposal Requirements (page 10):
4.1 Minimum Requirements
4.1.2 Must provide a completed revenue sharing platform signed by an authorized company signatory.

How does the District define a “completed revenue sharing platform”?
May we please have an example of one?

A61. See Answer 21

Q62. Page 9, Additional Services – should this information be placed at the end of the proposal or is it to be incorporated in one of the Tabs? If it’s to be incorporated, which Tab?

A62. Include any Additional Services as a separate tab after any required tabs as stated in Item 4.5 Format & Submission Requirements.

Q63. Page 10, Items 4.1 – please confirm which Tab this information needs to be placed within or if outside of Tabs, where in the proposal it is expected to appear.

A63. You may include this information in Tab 3 as part of the SOW response.

Q64. Page 10, Item 4.1.2 – please explain this minimum requirement in further detail. What exactly are we expected to provide?

A64. See Answer 21.

Q65. Page 10, Item 4.2 – please confirm that our response to this item is to be included in Tab 8.

A65. See Answer 22.

Q66. Page 11, Item 4.5 Tab 3 Scope of Work – please confirm that this is the section where we would describe our experience and demonstrate our understanding of the Scope of Work you have presented. If this is not the case, what is expected to be presented in this Tab?

A66. Yes. See Answer 59.

Q67. Page 11, Item 4.5 Tabs 6 & 9 – is anything required for this? If not, do we skip these Tabs during numbering or do we still acknowledge by placing N/A?

A67. All tabs are required. See Answer 59.

Q68. Page 12, Item 5.1 – are full resumes required or are shorter descriptions about experience and areas of specialization acceptable?

A68. Your answer in Section Five: Respondent Questionnaire under Item 5.1 may include shorter descriptions. A more detailed resume or work experience history is still desired and can be included as an attachment to your proposal. These may be inserted following the final tab of the proposal.

Q69. Page 14, Pricing Schedule – is it possible to provide this chart as an Excel document?

A69. Excel format is acceptable but still must be included in Tab 1.

Q70. Page 15, Pricing Schedule continued – what page is being referred to in the last bolded sentence stating that if we are submitting a more detailed pricing schedule then “the next page must be completed, signed and included with your proposal”? There isn’t a page to complete and enclose.

A70. This was a typo. Please see Section 1 of this Addendum for the correction.

END OF QUESTIONS and ANSWERS

Addendum #1 Acknowledgement

Please fill in the requested information below as acknowledgment that you have received this addendum as noted above and include **IN YOUR PROPOSAL** (under Tab 7)* when it is submitted.

Name of Firm: _____

Address: _____

Fax # : (_____) _____ Tel. #:(_____) _____

Name:(Print) _____ Title: _____

Signature: _____ Date: _____

E-Mail: _____

*Submit this page only. The preceding pages are not necessary for your submission.