



**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

REQUEST FOR PROPOSAL #3478-10

**DISTRICT-WIDE CALL CENTER SERVICES**

Proposal Due Date

January 6, 2021 (3:00 PM local time)

# MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP # 3478-10

DISTRICT-WIDE CALL CENTER SERVICES

## SCHEDULE OF EVENTS

ACTIVITY	DATE
Release RFP	December 1, 2020
Questions Due	December 14, 2020
Proposals Due	January 6, 2021
Proposed Contract Award	June, 2021

## Table of Contents

GENERAL .....	1
PROPOSAL INSTRUCTIONS.....	4
SCOPE OF WORK .....	8
PROPOSAL REQUIREMENTS.....	28
RESPONDENT QUESTIONNAIRE .....	38
EVALUATION CRITERIA .....	39
PRICING SCHEDULE .....	40
SPECIAL TERMS AND CONDITIONS.....	42
GENERAL TERMS AND CONDITIONS.....	48
SIGNATURE PAGE .....	57
ATTACHMENT A .....	58



**MARICOPA**  
COMMUNITY COLLEGES

**ACKNOWLEDGMENT OF RECEIPT**  
**RFP # 3478-10**  
DISTRICT-WIDE CALL CENTER 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 [keith.killourie@domail.maricopa.edu](mailto:keith.killourie@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

The Maricopa County Community College District (MCCCD) seeks to partner with multiple vendor(s) to provide supplemental inbound and outbound student support services for prospective and currently enrolled students as well as technical support assistance for MCCCD employees.

#### Supplemental Support Service Areas

- 1 **Enrollment Management** - System-level and specific college strategic support services for ad hoc, on-demand, pre-existing, and ongoing outreach campaigns geared towards positively impacting student enrollment, persistence, and retention goals and objectives.
- 2 **Technology Helpdesk** - Tier I technology help desk support services for a variety of systems and applications to assist students, faculty, and staff. The MCCCD systems include: Student-facing Peoplesoft Student Information System (SIS), learning management systems (RioLearn and Canvas), web assets including <https://my.maricopa.edu> self-service, <https://www.maricopa.edu>, and individual college websites, tools and resources as determined.
- 3 **General Information** - System-wide inbound general information support services, Mesa Community College's Admissions, Records, and Registration (AR&R) inbound services, and potentially other MCCCD colleges support needs. Additional system-level support services may be requested for Tier I admissions, academic advisement, registration, records, student business services/cashiers, and testing/course placement during after hours, holidays, closures, and other requested coverage times.

**Vendors are requested to submit separate proposals for each of the three support service areas listed above. Proposals may be submitted for all three areas or any combination based on the level of experience and expertise alignment.** Each proposal is required to meet the expectations and requirements as outlined in the Request for Proposal(s). In order to accommodate MCCCD's current and future needs, vendors are recommended to draft proposal(s) in a flexible and adaptable way to account for potential subsequent and/or additional support services.

**This IS NOT an all or nothing award.**

### 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. MCCCDC employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff.

### 1.3 HISTORY

MCCCDC ranks as one of the nation's largest systems of its kind and is the largest single provider of higher education in Arizona. MCCCDC 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 MCCCDC system. MCCCDC'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 MCCCDC. Five members are elected from geographical districts within Maricopa County, while two are elected on a countywide basis. The chief executive officer of MCCCDC is the Chancellor; and a president heads each of the colleges. MCCCDC 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 MCCCDC's operations. In addition to the loss of all funding from the State, MCCCDC has experienced a decrease in student enrollment, which is a typical trend for all community colleges during strong economic times.

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

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

## 1.5 STRATEGIC PARTNERSHIPS

In addition to providing the services listed in this Request for Proposal, MCCCCD 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 MCCCCD in achieving our goals. A copy of these commitments can be found using the link below:

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

## 1.6 VALUE ADDED OFFERINGS:

MCCCCD 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 MCCCCD 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 MCCCCD 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.

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

## PROPOSAL INSTRUCTIONS

### 2.1 PURPOSE OF RFP

The purpose of this solicitation is to obtain proposals from qualified companies to provide District-wide Support Services for Tier 1 support for Technology Helpdesk Services, Enrollment Management (outbound ad hoc campaigns), General Information and Tier 1 support for Admissions, Registration & Records for Mesa Community College. Maricopa may elect to extend AR&R services to other Maricopa colleges. Options for future inbound/outbound calling services in areas such as: Enrollment Management (Admissions, Advisement, Registration, Records, and Testing); Recruitment, Fiscal/Cashier; and interface with any Customer Relation Management System (if adopted) should be included.

### 2.2 PROPOSAL QUESTIONS

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

Keith Killourie, Senior Procurement Analyst  
(480) 731-8518 FAX (480) 731-8190  
E-Mail: [keith.killourie@domail.maricopa.edu](mailto:keith.killourie@domail.maricopa.edu)

Questions must be sent by mail or e-mail. Questions will only be accepted until **December 14, 2020**. 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 **December 16, 2020**.

### 2.3 PROPOSAL SUBMISSION

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

For the submission of RFP 3478-10 proposers will be required to submit their proposals electronically via a PDF file.

**The proposals must be sent via email to: [Keith.killourie@domail.maricopa.edu](mailto:Keith.killourie@domail.maricopa.edu).**

Be aware that MCCC email accounts limit file attachment size to 25MB. Your file must be compressed to that size, placed into a zip folder, or divided into multiple emails to meet that file size limit.

**The Proposals must be received no later than 3:00 P.M. (local time), January 6, 2021. Proposals received after this time and date shall not be considered and will be returned unopened**

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**Section Two: PROPOSAL INSTRUCTIONS**

Rev 090817

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. No proposal shall exceed 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 the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award with a specific contract start date will be made prior to commencement of performance. The services outlined in the RFP are estimated to start July 1, 2021 and continue for a period of 3 years. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 5 one-year option periods for a total contract period not to exceed eight years. However, if a mutually beneficial strategic agreement can be reached that would benefit from a longer term, those terms will also be considered.

**2.13 MCCCCD MODIFICATIONS TO PROPOSALS**

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD Purchasing. Addenda 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](http://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

### **ENVIRONMENT**

MCCCD uses a student information system by Oracle/Peoplesoft. In order to access the system, authentication takes place through a standard interface to access the student center, student email accounts, and Learning Management Systems (e.g., Canvas and RioLearn) accounts with access through my.maricopa.edu (student portal/website) All tier 1 services such as MEID lookup, password resets, how do I find my transcripts, grades, application navigation, financial aid processing, enrollment processing, billing, etc. are handled through an external call center with escalations to internal staff when needed.

Learning Management Systems: Maricopa students frequently use LMS applications that are supported in different areas and departments. For instance, MCCCD currently has two Learning Management Systems: Canvas and RioLearn. Call Center support for Canvas and RioLearn are managed by an external call center.

MCCCD utilized Google Suites (Gmail, Calendar, Drive, Docs, Sheets etc) for student, staff and adjunct as our primary productivity tools.

Additionally, MCCCD uses SysAid as their incident/escalation ticketing system, with exemption to a couple of colleges which use their own systems.

Furthermore, each individual college within MCCCD may use various applications and systems for appointments, chat, and queue management.

The vendor(s) may need to interact with MCCCD's Customer Relation Management System (CRMS) and other systems/platforms for data consistency, records management, reciprocal data exchange, compliance mitigation, and other related services which encompass a holistic view of each customer experience.

### **CORE SERVICES**

#### **3.1 Enrollment Management**

In partnership with the District Office of Enrollment Management and College Transitions (DO-EMCT) leadership, vendor support services are being sought to initiate and drive student engagement throughout the Maricopa Community College enrollment process (inquiry to enrolled) via large-scale outreach campaign coordination and management. The majority of the targeted populations will be prospective and current students for each campaign. Services will entail consultation and ideation support to create and execute outreach campaigns on behalf of all of the 10 Maricopa Community Colleges. Responsibilities include, but are not limited to: planning, dissemination, documentation, reciprocal communication, campaign data points overall and per student record, and analysis of the outcomes/results for reporting and ROI assessment. Campaigns are required to have the support of a

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

dedicated CSR team which are trained by the vendor and DO-EMCT extended teams; and a variety of communication tools utilized like phone calls, email messaging, text messaging, live chat, etc. All data records/queried files are provided by MCCCCD to the vendor based on the campaign's targeted population of students.

For the vendor to be successful, CSRs need to gain the knowledge and understanding of system-level support for Level I admissions, registration, enrollment services, financial aid, and student support services is pertinent. Both prospective and current students will require to receive accurate information and guidance based on the campaign goals and objectives. In addition, the vendor may need to provide general Tier I support to inquiries and students during after business hours, overflow periods, holidays, and specifically requested coverage time frames for the Maricopa Contact Center.

3.1.1 Describe how your company would build and implement a holistic business model to support large scale ad-hoc outreach campaigns for system-level/centralized student support services. Individual outreach campaigns may include some or all of the 10 colleges-for quantities up to 25,000-100,000 contacts per campaign. Typical large scale campaigns can last 4-16 weeks and can vary based on campaign focus, complexity of the support, and the targeted demographic population. A typical academic year will consist of up to 10 large scale campaigns.

3.1.2 What type of information requirements and technology integrations are needed to support call/contact center services as part of:

- 5.2.2.1 Customer Relationship Management System (CRMS)
- 5.2.2.2 Learning Management Systems-
- 5.2.2.3 Customer and/or Student Information Systems (SIS)
- 5.2.2.4 Content Management Systems (CMS)

3.1.3 Describe what system integrations (if any) that are needed between your company's systems with MCCCCD systems to ensure adequate transmission of data and customer/student records..

3.1.4 Provide a description of your company's experience in providing said services to similar educational institutions, government municipalities/agencies, and/or other types of governing or non-governing entities. Please attach copies of the most recent "scope of work" statements your company drafted/completed.

3.1.4.1 If you currently or have provided similar services to MCCCCD as a whole or any other colleges within MCCCCD, describe how you have successfully met established Service Level Agreements (SLA's). Describe your success in meeting at minimum 90% of the established SLA's during your evaluation/assessment periods.

3.1.4.2 If services are to be accomplished through an affiliation with other organizations/consultants, the above requested information must include the entities and the services provided to your company. Explicitly identify the lead company and each additional company so each outside entity used can be evaluated based on the RFP criteria requested.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.1.5 Provide separately the billing rate for each service area your company will be supporting. The billing rate will cover all normal office overhead and expenses including, but not limited to, communication and correspondence, sending mail, reproductions, and any other mode of communication. Any expense above and beyond the required services shall be listed in the proposal with standard charges. The charges, if deemed appropriate and necessary, will require MCCCCD approval in advance and must meet MCCCCD's expense guidelines as noted in Appendix A. If the billing rate is expected to change during the period covered by the RFP, provide the rates for each year. Please provide rates based on potential decrease or increase of interactions/volume by service.

3.1.6 Provide a sample client-focused communication plan, including the elements/topic areas, frequency, and tools used. Additional information related to communicating with MCCCCD can be included.

3.1.7 Please describe the reporting capabilities and methodology of your company? What training/tutorials are provided/needed to MCCCCD in order to understand the reports content, interpret the data, and how to run the reports.

3.1.8 In order to be in compliance, please describe your company's opt-out tracking process, procedures to ensure students are no longer contacted, and what method and frequency the information will be shared with MCCCCD.

3.1.9 MCCCCD is a multilingual and multicultural environment and serves nearly 200,000 students annually. Please provide your organization's philosophy and values regarding diversity, inclusion, equity, and equality as well as any related expectations of your staff and management teams.

3.1.10 MCCCCD services Maricopa County, statewide, and out-state students. Some of our students are in need of special accommodations in order to participate in classes and receive additional student services. In addition, MCCCCD serves nearly 25-30% Spanish speaking students. Provide your company's ability to support these demographic groups including the skill sets/fluency of your team.

3.1.10.1 Describe your ability to provide services for ADA compliance purposes including information on accessibility for hearing impairments, visual impairments, invisible disabilities, etc.

3.1.10.2 Describe your ability to provide Spanish speaking support through verbal and written communication.-

3.1.11 Provide your Customer Service Representative (CSR) job description(s), minimum hiring requirements, training plan, and expectations to support said services. Also, include information for other positions related to supervising, managing, etc. of the CSR team.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.1.12 Describe your staff onboarding/offboarding procedures. Describe how staff credentialing is conducted, including: cycle time, expectations, and the process followed when CSR's exit the company.

3.1.13 Describe a detailed sample transition plan for a call/contact center CSR team to go-live on a designated target date within 2-4 months after a signed contract/agreement of services to be provided.

3.1.14 Describe the staffing level and training approach your company would provide during a peak enrollment period such as the weeks prior to the beginning of a semester/term. Include an example of a staffing schedule and the approach to "ramping up" for these specific periods of time (include approach for supporting after-hours, holidays, weekend etc). In addition, provide the attrition rates, average length of employment, and voluntary/involuntary departures.

3.1.15 Based on the sample inquiry/student questions (See Appendix B for details), explain how you as the vendor will prepare (e.g. training, coaching, resources, technology etc) your CSRs to provide high-quality information and to impact/increase admissions and enrollment.

3.1.16 MCCCCD will provide a set of self-help instructions, training guides, and/or knowledge base content/articles to aid in training and as reference tools for CSR's. Please describe what your company's approach is for ensuring the appropriate initial and ongoing training occurs ( i.e., webinars, on-site, train-the-trainer, video tutorials, etc) for implementation and the duration of the support services. Include length of time for your typical training (MCCCCD-specific content only) and how you measure if a CSR is properly prepared to start assisting inquiries/students for said required services. Include what responsibilities MCCCCD would have for this training and what responsibilities your company will have. Please provide a sample training calendar.

3.1.17 Describe the best practices used and turnaround time for developing, deploying, updating, and maintaining a CSR knowledge base. Include data elements and information required to be provided from MCCCCD. Also, include the access level (i.e., read permissions, edit permissions, etc.) MCCCCD will be given to the knowledge base platform.

3.1.18 CSR's may have access to MCCCCD sensitive and personal data. Describe the measures your company takes to ensure confidentiality and security in dealing with this information as outlined by the Family Educational Rights and Privacy Act (FERPA). Also, include the measures your company takes to meet federal fraud compliance regulations. Selected vendor(s) will be required to complete and pass Security Operations Center (SOC) requirements.

3.1.18.1 Describe your company's best practices for gathering client/student credentials and securing information received through various communication modes (e.g.. phone calls, emails, text messages, and live chat functions).

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.1.19 MCCCCD uses several specialized reporting systems including SSRS, Boexi, SQL, and Query Manager. Report capabilities are critical in evaluating the business model for support. Please describe and provide examples of the types of summary reports your company will share per day, week, month, semester/terms, year, by college/multiple colleges, and for adhoc outreach campaigns.

3.1.19.1 Time to resolution

3.1.19.2 Call origination – Chat, phone, email, text, and online request form

3.1.19.3 Use of web tutorials, FAQ's, commonly asked questions, and Knowledge Base

3.1.19.4 Type of user – Prospective students, current student, staff and faculty.

3.1.19.5 Top 20 or more questions list by prospective and current students.

3.1.19.6 Successful contact, calls completed, call disposition, conversion, campaign engagement, and escalation rates.

3.1.19.7 Call escalations - the reason for needing to transfer the student to an MCCCCD/College service area.

3.1.19.8 Real-time access to: all recorded call archives, chat history, text conversations archives, escalation/help desks and email correspondence with no limitation on time frame.

3.1.19.9 Access to all quality scores data and metrics for call monitoring, staff coaching/feedback, student surveys and feedback, etc.

3.1.19.10 System uptime and outages

3.1.20 CSR's will need to escalate/warm transfer (during normal business hours) student issues to MCCCCD they cannot resolve and are out-of-scope. Describe the process your company uses with examples of other educational institutions and/or local governments previously supported. Include how escalations/transfers are processed, tracked, and resolved. -

3.1.21 Describe your employee performance assessment process, including recognition and corrective action philosophy and practices. In addition, provide details of the extent, frequency, and feedback process of individual CSR coaching sessions and progressive discipline, as well as the involvement level and request for removal of a CSR due to evaluated poor performance.

3.1.21.1 Please provide a sample Service Level Agreement (SLA) created for contact center support provided to similar higher education institutions.

3.1.22 Provide examples of periodic surveys used for students, faculty, and staff leading to resolution and customer satisfaction results. Include how and when you connect with MCCCCD to ensure satisfaction, service level agreements, and compliance of contract outlined elements are met.

### 3.2 Technology Helpdesk

Provide Technical Support for Student Information System (SIS- PeopleSoft/Oracle), LMS (Canvas & RioLearn), G Suite for Education, Office 365, Video Conferencing (WebEx) and Student/Center, My.Maricopa for the district as a whole. After hours support for Rio Salado College or as needed by Maricopa Colleges.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

After hours includes; subject to change based on college/district needs.

Monday - Thursday

8 PM - 7 AM

Friday

5 PM - 7 AM

Saturday

5 PM until 7 AM, Monday

3.2.1 Describe how your company would build and implement a holistic business model to support 10 autonomous colleges, 2 skills centers and 250,000 credit and non-credit students, faculty and staff for the required functions.

3.2.2 Provide a description of your company's experience in providing services to similar educational institutions, municipalities, agencies and other governing or non-governing entities. Attach copies of recent "scope of work" statements that your company has completed for other educational institutions and/or local governments.

5.2.2.1 If you currently or have provided similar services to MCCCCD as a whole or any other colleges within MCCCCD, please describe how you have successfully met established SLAs. Were you successful at meeting at least 90% of the established SLA during your evaluation periods?

3.2.3 Describe a detailed sample transition plan for a Call Center go-live date within 3-6months after contract signature.

3.2.4 Provide a sample client communication plan.

3.2.5 Based on the sample inquiry/student questions (See Appendix B for details), explain how you as the vendor will prepare (e.g. training, coaching, resources, technology etc) your CSRs to provide high-quality information and to impact/increase admissions and enrollment.

3.2.6 Describe your company's best practice for gathering client credentials and securing information coming through email and chat functions.

3.2.7 Provide a sample Service Level Agreement (SLA) for each of the required functions.

3.2.8 Describe your Customer Service Representative (CSR) training plan that will assist in meeting the 85-90% "first point of contact" resolution for SIS/LMS.

3.2.9 Maricopa will provide a set of self-help instructions and/or training guides and/or knowledge base content; CSR's will need to be trained. Please describe what your company approach for ensuring the appropriate training occurs, i.e., webinar, on-site, train-the-trainer,



## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

video tutorials, etc. for implementation. How long is your typical training and how do you measure if a CSR is ready to begin providing required services? What best practices are used for on-going training? Include what responsibilities Maricopa would have for this training and what responsibilities your company will have. Please provide a sample training calendar.

3.2.10 Describe best practices used for developing, deploying and maintaining a CSR knowledgebase. What data elements are required by Maricopa for a knowledge base? What access does Maricopa have to the knowledge base? What is your turnaround time for updating or adding new content to the knowledge base?

3.2.11 CSR's may have access to sensitive and personal data. Please describe measures your company takes to ensure confidentiality and security in dealing with personal data in relation to FERPA. What FERPA and privacy training is provided to CSR's and how often is a refresh required? Describe measures your company takes to meet federal fraud compliance regulations. Selected vendor(s) will be required to complete and pass SOC 2.

3.2.12 Describe your staff onboarding/offboarding procedures. Describe how staff credentialing is conducted, including: cycle time, expectations, and the process followed when CSR's exit the company.

3.2.13 What type of information requirements are needed to support call center services as part of:

- 3.2.13.1 Student Information System (SIS), Student Center @ my.maricopa.edu
- 3.2.13.2 Learning Management Systems
- 3.2.13.3 G Suite for Education, Office 365, and Video Conferencing (WebEx)

3.2.14 Describe how your company would staff during a peak period of time such as the beginning of a semester and finals week. Please also include an example of non-peak staffing schedules. Describe the steps you would take to "ramp up" including the communication plan and CSR training with MCCC. How do you manage growth? What is staff attrition rate, what is the average employment time for a CSR agent that would be assigned to said RFP? How many dedicated CSR agents will be assigned to this contract?

3.2.15 Describe how employee performance is measured, including corrective action, recognition, and performance measurements. Describe the process whereby Maricopa can request removal of a CSR under poor performance.

3.2.16 Describe what diversity, cultural competency, first generation student training is required to be completed by the CSR's?

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.2.17 CSR's will need to escalate issues that cannot be resolved to MCCCCD. Please describe how your company has done this with other educational institutions and/or local governments. How are escalations tracked for end resolution?

3.2.18 If services are to be accomplished through an affiliation with other consultants, the above requested information should be provided for each company. Explicitly identify the lead company. Each company will be evaluated based on the criteria requested in the RFP.

3.2.19 Provide separately the billing rate for each area of service(s) to be provided by your company. The rate will cover all normal office overhead and expenses including but not limited to communication, faxes, mail and reproductions. Any expense above and beyond the required services shall be listed in the proposal with standard charges. Those charges, if deemed appropriate and necessary, will require District approval in advance and must meet Maricopa's expense guidelines as noted in Appendix A. If the rate is expected to change during the period covered by the RFP, provide the rate for each year.

3.2.20 MCCCCD uses several specialized reporting systems including but not limited to Crystal/Boexi, SSRS, PowerBi, and with a primary emphasis on Tableau. Provide your company's ability to integrate with these services for reporting as needed. Reporting capabilities are critical in evaluating the business model for support. Please describe and provide examples of summary reports per day, week, month, terms, year, by college and ad hoc:

3.2.20.1 Time to resolution

3.2.20.2 Call origination – Chat, phone, email, online request form

3.2.20.3 Use of web tutorials, FAQ's, Knowledge Base

3.2.20.4 Type of user – faculty, student, staff

3.2.20.5 Top 10 Question List

3.2.20.6 Call Abandonment, Answer Rate, Handle Time Rates

3.2.20.7 Call Escalations including reason

3.2.20.8 Total calls received/abandoned/canceled including with ability to track time of day

3.2.20.9 Access to: Recorded call archives, chat history, and email correspondence and meta data as needed.

3.2.20.10 Calls by type and college

3.2.20.11 All reports to be disaggregated by College

3.2.20.12 System uptime and outages

3.2.20.13 Call history logs incoming and outgoing, date, time, duration etc.

3.2.20.14 Access to all quality scores data and metrics for call monitoring, staff coaching/feedback, student surveys and feedback, etc.

3.2.21 How are reports distributed and what frequency are the reports generated? What training is provided to Maricopa to understand the reports and how to run the reports?

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.2.22 Provide examples of periodic surveys used for students, faculty and staff for the first time to resolution and customer satisfaction results. Include how and when you connect with MCCC to ensure satisfaction and compliance of the contract are met.

3.2.23 MCCC is a multilingual environment and serves thousands of students in need of special accommodations in order to participate in classes and receive additional student services. In addition, MCCC serves nearly 25-30% Spanish speaking students. Provide your company's ability to support these demographic groups including the skill sets/fluency of your team.

3.2.23.1 Describe your ability to provide Spanish speaking support through verbal and written communication.

3.2.23.2 Describe your ability to provide services for ADA compliance including information on accessibility for hearing impairments, visual impairments, invisible disabilities, etc.

3.2.23.3 Describe what system integrations (if any) that are needed between your company's systems with MCCC systems in order for CSR's to provide the required services

3.2.23.4 Provide a list of the core languages that you support and how you approach serving additional languages that are not part of the core set of languages

3.2.24 Describe what integration (if any) is needed with MCCC's systems in order for Vendor/CSRs to provide the required services.

### **3.3 General Info and Admissions, Registration, & Records (AR&R)**

#### **General Info and Admissions, Registration, & Records (AR&R) Tier 1 Core Services**

Provide Tier 1 support services for students from the entire student life-cycle from admissions to graduation for AR&R related inbound calls for Mesa Community College (but possibility to expand to other colleges). This includes but not limited to application assistance, general admissions, and records & registration. In addition, the selected vendor will provide general information support for the entire district (e.g. where are you located, hours of operations, etc).

The Customer Service Representative (CSR) may require training and navigating student records in MCCC's SIS (PeopleSoft) to answer questions regarding a student's account. Training must be completed by the vendor with initial support from the college.

3.3.1 Describe how your company would build and implement a holistic business model to support 10 autonomous colleges and 250,000 credit and non-credit students, faculty and staff for the required functions?

3.3.2 Provide a description of your company's experience in providing said services to similar educational institutions, municipalities, agencies and other governing or non-governing entities. Attach copies of recent "scope of work" statements that your company has completed for other educational institutions and/or local governments.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.3.2.1 If you currently or have provided similar services to MCCCDC as a whole or any other colleges within MCCCDC, please describe how you have successfully met established SLAs. Were you successful at meeting at least 90% of the established SLA during your evaluation periods?

3.3.3 Describe a detailed sample transition plan for a Call Center go-live date within 3-6 months after contract signature.

3.3.4 Does your company provide 24/7 support?

5.2.5 Provide a sample client-focused communication plan.

3.3.6 Example questions have been included as Appendix B for Tier 1 support. Maricopa requires "first point of contact" resolution at 90% for all services. This would include phone, chat, email and online request service resolution. Describe how your company would adhere to this standard.

3.3.7 Describe your company's best practice for gathering client/student credentials and securing information received coming through various communication modes (e.g. phone calls, emails, text messages, and live chat functions).

3.3.8 Please provide a sample Service Level Agreement (SLA) relating to Admissions & Records & General Information support for inbound (e.g. phone calls, emails, text messages, and live chat functions) contact center support provided to other higher education institutions, specifically community college districts.

3.3.9 Provide your Customer Service Representative (CSR) job description(s), minimum hiring requirements, training plan, and expectations to support said services.

3.3.10 What is your organization's philosophy on customer service excellence and how do you ensure this culture of quality service and continuous improvement?

3.3.11 Maricopa will provide a set of self-help instructions and/or training guides and/or knowledge base content; CSR's will need to be trained. Please describe what your company approach for ensuring the appropriate training occurs, i.e., webinar, on-site, train-the-trainer, video tutorials, etc. for implementation. How long is your typical training and how do you measure if a CSR is ready to begin providing required services? What best practices are used for on-going training? Include what responsibilities Maricopa would have for this training and what responsibilities your company will have. Please provide a sample training calendar.

3.3.12 Please describe best practices used for developing, deploying and maintaining a CSR knowledgebase. What data elements are required by Maricopa for a knowledge base? What access does Maricopa have to the knowledge base? What is your turnaround time for updating or adding new content to the knowledge base?

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.3.13 Does your company manage the IVR (phone tree) based on the clients recommendations? If yes, what is your average turnaround when an adjustment is requested?

3.3.14 CSR's may have access to sensitive and personal data. Please describe measures your company takes to ensure confidentiality and security in dealing with personal data in relation to FERPA. Describe measures your company takes to meet federal fraud compliance regulations. Selected vendor(s) will be required to complete and pass SOC?

3.3.15 Does your company provide call recordings, chat and texting archives/records (or other modes of communication) and how do you ensure Quality Assurance?

3.3.16 Describe your staff onboarding/offboarding procedures. Describe how staff credentialing is conducted, including: cycle time, expectations, and the process followed when CSR's exit the company.

3.3.17 What type of information requirements are needed to support services as part of:

3.3.17.1 Customer Relationship Management System (CRMS)

3.3.17.2 Learning Management Systems-

3.3.17.3 Student Information Systems (SIS)

3.3.17.4 Content Management Systems (CMS)

3.3.18 Please describe how your company would staff during peak periods of time such as the beginning of a semester, early/open registration, and finals week. Please also include an example of non-peak staffing schedules. Describe the steps you would take to "ramp up" including the communication plan and CSR training with MCCCCD. How do you manage growth? What is staff attrition rate, what is the average employment time for a CSR agent that would be assigned to said RFP? How does your company support their client when there is high turnover?

3.3.19 Please describe how employee performance is measured, including corrective action, recognition, and performance measurements. Describe the process whereby Maricopa can request removal of a CSR under poor performance.

3.3.20 CSR's will need to escalate issues that cannot be resolved to MCCCCD. Please describe how your company has done this with other educational institutions and/or local governments. How are escalations tracked for end resolution?

Ticketing System: Does your company utilize a ticketing system to escalate Tier 2 level questions for the campus to follow-up with the student on? What software does your company use to create tickets for additional institutional support? How does your company handle tier level customer support to our students?

3.3.21 If services are to be accomplished through an affiliation with other consultants, the above requested information should be provided for each company. Explicitly identify the lead company. Each company will be evaluated based on the criteria requested in the RFP.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.3.22 Provide separately the billing rate for each area of service(s) to be provided by your company. The rate will cover all normal office overhead and expenses including but not limited to communication, faxes, mail and reproductions. Any expense above and beyond the required services shall be listed in the proposal with standard charges. Those charges, if deemed appropriate and necessary, will require District approval in advance and must meet Maricopa's expense guidelines as noted in Appendix A. If the rate is expected to change during the period covered by the RFP, provide the rate for each year.

3.3.23 MCCCCD uses several specialized reporting systems including but not limited to Crystal/Boexi, SSRS, PowerBi, and with a primary emphasis on Tableau. Provide your company's ability to integrate with these services for reporting as needed. Reporting capabilities are critical in evaluating the business model for support. Please describe and provide examples of summary reports per day, week, month, terms, year, by college and ad hoc:

3.3.23.1 Time to resolution

3.3.23.2 Call origination – Chat, phone, email, online request form

3.3.23.3 Top 10 list of General Info and Admissions, Registration & Records questions students call about

3.3.23.4 Call Abandonment, Answer Rate, Handle Time Rates, etc.

3.3.23.5 Call Escalations including reason (ticketing software sent to college for Tier 2 level support)

3.3.23.6 Total calls received/abandoned/canceled including with ability to track time of day

3.3.23.7 Access to: Recorded call archives, text, email and chat history

3.3.23.8 System uptime and outages

3.3.23.9 History logs to all incoming and outgoing transactions, date, time, duration etc.

3.3.23.10 Access to all quality scores data and metrics for call monitoring, staff coaching/feedback, student surveys and feedback, etc.

3.3.24 How are reports distributed? What training is provided to Maricopa to understand the reports and how to run the reports?

3.3.25 Does your company provide a specific contact person who we reach out to for questions and can meet with at regular check-in's? If yes, please describe what the position specifically does to support the college.

3.3.26 Please provide examples of post-call surveys used to ensure agents are providing a high level of customer service. Include how and when you connect with MCCCCD to ensure satisfaction and compliance of contract are met. What does your company do when SLA's of customer satisfaction are not met?

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

3.3.27 Maricopa is a multilingual environment and serves approximately 3000 disabled students. Spanish speaking skills will be necessary for some campuses.

3.3.27.1 Please describe your ability to provide Spanish speaking skills.

3.3.27.2 Please describe your ability to provide services for ADA compliance including information on accessibility for hearing impairments and visual impairments.

3.3.27.3 Describe what integration (if any) is needed with DO systems in order for CSR to provide the required services.

### **INBOUND AND OUTBOUND STUDENT SUPPORT SERVICES**

#### **3.4 SERVICES FOR FUTURE INBOUND AND OUTBOUND STUDENT SUPPORT SERVICES AS FOLLOWS:**

Please provide detailed information regarding your company's ability to and experience with providing contact center inbound and outbound student/customer support services, as well as, a list of clients your company has performed or is currently performing these support services. Qualified vendors may opt to provide information on all three support services above or any combination listed which represents your areas of experience and expertise.

##### **3.4.1 Enrollment Management Outbound Call Center Support Services**

###### **New and Prospective Students**

Support new and prospective students via inbound calls generated from enrollment management initiatives in support of MCCCCDs enrollment goals. CSRs will need to capture lead/inquiry information and demographics, contact history, and students' admissions/enrollment steps progress. Data/statistics/results must be reported in a format to include: daily and monthly totals, number of students contacted, and totals for students admitted/converted. Reports should be presented in a clear and legible way so the Maricopa Enrollment and Admissions operations team can easily present data information without any reformatting or manipulating of said data. CSRs must be able to correctly transfer/escalate students via warm transfers during normal business hours, create tickets for after hours/holidays/closures for issues they are not able to resolve and/or are out of scope.

###### **Student Retention**

Contact at-risk students for purposes of improving retention in periodic phone calls, emails, or other regular interactions. For example, three identified high-risk student progress in courses have been targeted. A student is contacted, but doesn't answer the phone call. Follow up with the contact would be necessary. If contact continued to be unsuccessful during a designated period of time, reports will need to be provided to MCCCCD. If contact was successful, a retention counselor appointment would be scheduled for the student. If a student has moved to a different residence, information would be tracked while the student is encouraged to attend MCCCCD in the future. CSRs must be able to correctly transfer/escalate students via warm transfers during normal business hours and create tickets for after hours/holidays/closures for issues they are not able to resolve and/or are out of scope.

**3.4.2 Technology Help Desk Inbound Support**

CSRs will need to be highly knowledgeable of general technology questions including, but not limited to: devices, laptops, desktops, mobile devices, operating systems, learning platforms, wireless operations, Oracle/PeopleSoft Student Information System (SIS), Learning Management Systems (LMSs)Canvas and RioLearn,Google G-Suite for Education, Microsoft Office 365, and Video Conferencing platform WebEx. CSRs must be flexible in learning new systems and services as the needs of MCCCCD and the colleges change.

**3.4.3 General Information and Admissions, Registration and Records (AR&R) Inbound Support.**

Customer Service Representatives (CSRs) would be responsible to receive incoming calls, chats, text messages, and emails for general information, but not limited to: academic advisement, bookstore, testing/placement services, disability resources and services,, Student Business Services/cashier's, and Tier I support for Admissions, Registration and Records (AR&R). Financial Aid inbound support services may be requested depending upon MCCCCD business needs. This would include the ability to provide assistance to students attempting to do online, self-service functions for: document submissions, assistance with requesting transcripts online, tuition payment options and processes, and Maricopa Student Refund Program (MSRP), how to schedule appointments and answer questions about a specific college(s) and for functional departments. This may include follow up calls, text messages and emails to complete resolution of issues/questions. CSRs must be able to correctly transfer/escalate students via warm transfers during normal business hours and create tickets for after hours/holidays/closures for issues they are not able to resolve and/or are out of scope.

3.4.4 Interface/integrate with current and future applications/systems as needed to provide services listed above.

**SAMPLE QUESTIONS FOR EACH CORE SERVICE****3.5 Tier 1 Enrollment Management for Outreach Ad Hoc Campaigns**

The successful vendor should be able to respond with a correct answer to the following AR&R/Enrollment Process as it relates to outbound call campaigns. In addition, the successful vendor should be able to understand the student life cycle and ask probing and relevant questions in order to get the student admitted, enrolled and/or properly transferred to the correct department. The successful vendor will also be required to submit a plan of action for how the more detailed services will be transferred to the Maricopa or College expert personnel to address the answers and solutions. Questions are subject to change or added based on the District and colleges' needs. The questions below are representative of the types of questions the selected vendor(s) are required to be able to ask/answer and are not inclusive of every possible scenario possible.

**3.5.1 AR&R/Enrollment Process**

1. What do I need to do to get enrolled in classes?
2. How do I apply for financial aid?
3. How do I submit my transcripts for a previous college I attended?
4. I need to submit my ID as part of the enrollment steps, how do I do that?



## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

5. I need to get signed-up for the new student orientation at <<college name>> - where can I do that?
6. I am a new student and am not sure what to do first. Can you help?
7. How do I get in touch with an academic advisor?
8. I am not able to register for classes and have been trying in the student center. I am not sure what to do?
9. I need to take a test or placement assessment to be able to enroll in classes, but I can't figure out how to do this. Can you let me know what I need to do?
10. I enrolled in a payment plan to pay for my classes. Where do I go to make a payment?
11. I haven't been able to connect with <<student service>>, can you help?
12. I am not able to access my student email account and was told I need to. What can be done?

3.5.2 Outbound Marketing Questions- Depending on the campaign expectations the probing questions can change.

1. How did you hear about Maricopa Community Colleges?
2. Are you interested in enrolling at one of the Maricopa Colleges, if so which one?
3. When will you be ready to enroll at a college?
4. What is holding you back from enrolling now?
5. Have you gone to a Maricopa Community College before? Did you graduate with a certificate or Degree?
6. What kind of program are you interested in taking?
7. What class modality do you prefer?
8. What academic program are you interested in?
9. What classes are you interested in?
10. Have you signed up for New Student Orientation?
11. Have you spoken with an academic advisor?
12. Do you know about the process for course placement?
13. How do you plan on paying for college? Are you interested in learning about scholarships, payment plans, and/or financial aid?

### 3.6 Tier 1 Technology Helpdesk Support Services

Below are a sample of commonly asked Tier 1 Technical Support questions for some of our critical systems. The successful vendor should be able to respond to these questions in a variety of ways (IE: Phone, Chat, etc.) accurately and in a timely manner. The successful vendor will also be required to submit a plan of action for how the more detailed and in-depth helpdesk services will be transferred to the Maricopa expert personnel to address the answers and solutions. Questions are subject to change or added based on the District and Colleges' needs.

#### 3.6.1 SIS- Student Center/my.maricopa.edu

- What does SIS stand for and what is it used for?
- What is my password?
- How do I change my password?
- How do I log into the system?
- I've tried logging into my.maricopa.edu several times and it just keeps timing out?
- Student Self Serve

- How do I drop/add a class?
- How do I send a transcript to another institution?
- I just sent my transcript, how soon will the college get it?
- How do I request an official transcript?
- Can I pay my fees on-line?
- How do I complete an application for admissions?
- How do I enroll using a mobile device, cell phone, tablet etc?
- I can't access my class and I just registered?
- No matter what I do, I cannot log into your system.
- How do I find my-Student ID?
- What is the MEID? And where do I use it?
- I cannot remember my challenge questions?
- How do I use the SIS application on a mobile client?
- Can I change my name and gender in SIS to a preferred name and gender?

### 3.6.2 LMS- Canvas

<https://my.maricopa.edu/canvas-faq>

<https://community.canvaslms.com/t5/Student-Guide/tkb-p/student>

- Course Availability
  - I registered today but I can't login to Canvas?
  - I registered last month but I don't see my course on Canvas?
  - My instructor said my course is on Canvas but I don't see it?
- Password
  - My password doesn't work?
  - I forgot my password?
  - My password works for My.Maricopa but not Canvas?
- Task Coaching (How do i?)
  - How do I login to Canvas?
  - I am trying to login to Canvas but it won't let me?
  - How do I make a discussion board posting?
  - How do I install the mobile application for Canvas?
  - What is the best way to communicate with faculty through Canvas?
- Application Functions
  - I can't submit an assignment, can you help me?
  - Every time I take an exam it freezes up, can you help me?
  - I was dropped and then paid my tuition and I still can't see my class in Canvas?
  - Where is the Canvas support site?
  - My name is misspelled in Canvas, how do I change it?
- Username (MEID)
  - What is an MEID?
  - Where do I get my MEID?
  - Will Canvas use the preferred name I have registered in the SIS and not my legal name?
- Workstation Setup
  - Discussion Boards don't work on my computer at home, why?

- I can't log into Canvas at home but I can at school, can you help?
- Is remote support available to walkthrough a problem I am experiencing with Canvas?

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#### Instructors

- How do I create a course Syllabus?
- How do I create a Quiz / Test?
- How do I create Announcements?
- How do I edit the Course Navigation menu?

### 3.6.3 LMS - RioLearn

<https://www.riosalado.edu/riolearn/riolearn-tips-tools>

<https://www.riosalado.edu/faqs>

<https://www.riosalado.edu/riolearn/choose-8-week-option>

- Password is not working (RioLearn). Can you assist me in logging into my class?
- Password is not working (my.maricopa.edu)
- Password is not working (my.maricopa.edu) & I cannot remember my security questions.
- I cannot access my assignments in RioLearn (Perception errors)
- I get an error when trying to submit my assignment.
- My email won't load.
- How do I get my mobile device to access my school email?
- How can I tell if my assignment was submitted correctly?
- I cannot get the video to play in my lesson.
- Why can't I use my Apple Computer for my Biology course?
- I can't access RioLearn.
- I can't access my.maricopa.edu
- Can I use (certain type of Desktop/Laptop in RioLearn)?
- I can't record or hear (various language courses)
- Why do we have to call Pearson (MyMathLab, etc) for support when I'm taking classes from Rio Salado?
- How do I access my classes?
- I cannot access my assignment, can you assist me?
- I need you to reset my exam?
- How do I know who my instructor is for my course? How do I contact my instructor?
- Where can I find services such as the library, counseling and academic advisement?
- Where do I go if I need help or want to contact someone at Rio Salado College?
- What are "Alerts?" When will I receive them and how do I read them?
- Is there a calendar to help plan my studies?
- Now that I'm on my Course Homepage, what should I do? I need to request extra time on my assignment. How do I request a due date change from my instructor?
- How do I view my course grades and feedback? What other information can I find in my Gradebook?
- How do I change my course calendar to an 8-week course?
- How do I confirm my contact information? How do I change it if it is incorrect?

### 3.6.4 Academic/College Systems of Support

#### 3.6.4.1 G Suite for Education

- **Support Site -** [https://support.google.com/edu/answer/9804057?hl=en&visit\\_id=637381259113463271-1054854736&rd=1](https://support.google.com/edu/answer/9804057?hl=en&visit_id=637381259113463271-1054854736&rd=1)
- What personal information does Google collect?
- What does G Suite contain?
- How long will I have access to a Maricopa G Suite account?
- What is the difference between a Maricopa G Suite account and a consumer free Google account?
- Who gets a G Suite Account?
- What types of safety and security measures are in place for G Suite?
- Do the G Suite apps work on an iPad or other tablets?
- What email address is preferred to be used with communicating with Faculty, a personal G Suite address or a Maricopa email address?
- What is the value of G Suite for Education?

#### 3.6.4.2 Office 365

- **Support Site -** <https://support.microsoft.com/en-us/office>
- What is Office 365?
- Can I download a version of Office for my home computer?
- What mobile devices does Office work on?
- Will I be able to access O365 and Calendar on my mobile device?
- Why do I not receive emails to my student email account?
- How do I reset my Office 365 password?
- Is using Office 365 secure?

#### 3.6.4.3 Video Conferencing (WebEx)

- Support - <https://help.webex.com/en-us/>  
<https://help.webex.com/Id-nyw95a4-CiscoWebexMeetings/Webex-Meetings>

##### Installing Webex Meetings

- How do I install Webex Meetings on my desktop or laptop?
- Where can I find the Webex Meetings mobile app?

##### Testing Webex

- How do I make sure I can connect to a Webex meeting before it starts?
- How can I test my network connection to make sure my meeting will run smoothly?

##### Joining a Webex

- Can I join a Webex meeting without an account?
- What can I do before a Webex meeting to make sure it will work?
- How do I join a meeting from an email invitation?
- How do I join a meeting from the Webex Meetings client?
- Where can I find more information about attending a meeting?

**Hosting a Webex Meeting**

- Is there a cost involved to host meetings?
- How many people can I invite?
- How do I host or schedule a meeting from the website?
- How do I schedule a meeting from Outlook?
- How do I host a scheduled meeting from Webex Meetings?
- Best practices for communicating with participants
- How do I get a report of attendees invited to a meeting?
- How do I record a meeting I am hosting?
- How do I pass the presenter role to another attendee or participant?
- How do I allow someone to schedule meetings for me?
- How do I schedule a meeting for someone else?
- How do I add alternate hosts for a meeting?
- How do I mute attendees?
- How do I properly end a Webex Meeting?

**Preference Settings**

- How do I disable alert tones when attendees join my meeting?
- How do I use the new Modern View?
- How do I change to Classic View?

**3.7 General Info and Admissions, Registration & Records (AR&R)**

Below are samples of commonly asked questions. The successful vendor should be able to respond to these questions in a variety of ways (IE: Phone, Chat, etc.) accurately and in a timely manner. The successful vendor will also be required to submit a plan of action for how the more detailed and in-depth AR&R functions and services will be transferred to the Maricopa/college expert personnel to address the answers and solutions. The successful vendor must also be able to correctly transfer/escalate all calls/chats/emails that cannot be answered or are out-of-scope to the correct college/division/department/individual. Note: Questions are subject to change or added based on the District and Colleges' needs.

**3.7.1 SIS- Student Center/my.maricopa.edu**

- What does SIS stand for and what is it used for?
- What is my password?
- How do I change my password?
- How do I log into the system?
- I've tried logging into my.maricopa.edu several times and it just keeps timing out?
- Student Self Serve
  - How do I drop/add a class?
  - How do I send a transcript to another institution?
  - I just sent my transcript, how soon will the college get it?
  - How do I request an official transcript?
  - Can I pay my fees on-line?
  - How do I complete an application for admissions?
  - How do I enroll using a mobile device, cell phone, tablet etc?

**3.7.2 Sample Questions - General Info (District-wide) and AR&R for MCC**

- What is the status of my Financial Aid? Be able to verify status however all other FA questions should go to the District Office FA Call Center or college.
- What do I need to turn in for the to-do list items in my student center?
- How much is my tuition?
- Can I set up a payment plan?
- How do I register for classes?
- What are these holds on my account?
- Can you remove the holds on my account?
- Where do I send my transcripts?
- Can I be term activated?
- How do I change my program plan?
- How do I become a Western Undergraduate Exchange student?
- I dropped my classes, how do I get a refund?
- Why am I still being charged for classes that I withdrew from?
- Where do I submit a refund exception appeal?
- Why can't I register for classes?
- How do I get my enrollment verification sent to an agency or department of education?
- I took prerequisite classes at a different institution, how can I transfer those credits?
- How do I submit a course waiver form?
- How can my parents/guardians take action on my account when I am not present?
- I have a duplicate account, how can this be resolved?
- How do I drop a class?
- How do I know what the refund deadline date for dropping a course is on my account?
- Have you received my transcripts?
- What will happen if I drop a class
- Why am I being charged Out of state?
- How do I declare my residency to in-state
- How do I get admitted?
- Can you reset my password
- How do I reactivate my MEID
- What the status of my graduation application
- I sent an electronic form in, When will that be processed?
- How do I update my name or my social security number?
- How do I get a student ID card?
- How to obtain enrollment verification?
- How do I obtain a letter of non-attendance?
- How can I meet with an advisor?
- What classes do I need to take?
- How do I audit a class?
- I do not want to provide my social security number. How do I reset passwords? (confirmation ID)

## 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 Pricing Sheet 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 A completed Signature Page
- 4.1.5 A completed Bidder's Statement and List of References (Attachment A).
- 4.1.6 An exceptions/comments sheet (if any exception is taken with the RFP, or additional comments are necessary).
- 4.1.7 Materials to satisfy the requirements of Section 4.2 SPECIFIC REQUIREMENTS
- 4.1.8 Signed amendments, if any. Amendments submitted after the original Proposal is submitted must also be sealed.

### 4.2 SPECIFIC REQUIREMENTS

MCCCD requires a dedicated Relationship Manager for overall account management and Account Access Coordinator to guide and manage human capital/agents for each of the focus areas. In addition, vendors need to establish and maintain: knowledge and learning modules, training expectations and standards, knowledge base platform and other resource tools, service level agreements, clear escalation and agent warm transfer policies, quality assurance protocols, possible 24x7, 365 days a year supplemental support, and other requirements which contribute to high-quality, well-informed, and action-orientated customer service

#### **4.2.1 ENROLLMENT MANAGEMENT OUTREACH CAMPAIGNS SPECIFIC INSTRUCTIONS**

- 4.2.1.1 Customer Service Representatives (CSR) will need to be highly knowledgeable of the MCCCD policies, procedures, student services, and programs as it relates to the student life-cycle. For example, the requirements needed to support students through the enrollment pipeline.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

4.2.1.2 CSR teams and related management oversight may be required to be trained and use MCCCCD's systems instead of their in-house tools, such as MCCCCD's Customer Relationship Management (CRM) system and/or other related software platforms as needed, as well as incident tracking tools.

4.2.1.3 CSR team members must reside within the continental United States and provide English and Spanish speaking capabilities.

4.2.1.4 CSRs must be able to correctly answer 85-90% of campaign specific questions for all support services for which they have been trained within the first 3-5 (may vary) weeks upon initiation of a campaign

4.2.1.5 Service levels agreements/targets will vary by campaign; however, the following areas provide a general baseline for reference. MCCCCD will make the determination of when the fund credited will be assessed with the onset of a campaign (credits could be assessed monthly or based on campaign outcomes).

- Average wait time (AWT) for phone calls is to be less than 1 minute.
- AWT for text messages is to be less than 1 minute.
- AWT for live chats need to be less than 1 minute with the system indicating an estimated wait time to the student/inquiry.
- Average speed to answer for inbound calls is to be 90% within 20-30 seconds.
- Average response rate for text messages is to be 80% in 40 seconds.
- Average response rate for email messages needs to be 100% in 24 hours. However, if email messages are received during traditional business hours each day (7 a.m.-6 p.m.), the expectation is an average of 85% or higher response rate within 15 minutes.
- Average response rate for live chats is to be 80% in 30 seconds. Successful live chats also need to have a summary of the correspondence/communication sent to the student when completed.
- Abandon rate of less than 10% for inbound calls, less than 5% for text messages, and less than 5% for live chats.
- Campaigns will vary in volume of records and associated timeline for completing the campaign. Each campaign will have different expectations. For example, a campaign consisting of 40,000 records to be completed within a 3-week time period by making 3 attempted contacts (phone/text message) per record.
- When auto-dialers/robo-text messages are used for a campaign, a 95% answer/response rate for incoming calls and text messages generated by the campaign is expected.
- For some campaigns, 5 attempts by CSRs in a combination of phone calls and/or text messages with an email follow up informing the recipient about attempting



## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

to reach them. Other types of campaigns may require up to 10 attempts by CSRs to make contact.

- Training requirements need to be comprehensive with vendor information/systems, MCCCCD information, systems navigation, and resource awareness; all training is reviewed on an ongoing basis to continue to strengthen CSRs' knowledge and customer service levels. This will be measured for quality with a potential quiz structured approach. Training will be provided by Enrollment Management at MCCCCD.
- Correctly transfer 90% of calls (escalation process 4.2.6)

4.2.1.6 - Escalation Process - CSRs are required to warm transfer students to the MCCCCD designated team when they are not able to assist a student due to inability to solve the potential issue/situation due to complexity and other special circumstances. The out-of-scope topic areas will be provided by MCCCCD to the vendor; however, there will be other service challenges outside of these areas. CSRs need to track all escalation reasons in order for the vendor to provide weekly updates with the basic information about the student (e.g. - name, student ID, contact method, date/time of transfer, escalation topic/issue, and other notes as needed). A metric for the escalation process will be provided based on the scope of work of each campaign (as it may vary). The rate of escalations needs to be less than 10% for in-scope questions.

4.2.1.7 - System outages - If a vendor's support, tracking, database, and/or other technology system used to provide contracted services and monitor performance have a temporary or longer term outage, MCCCCD must be notified within 15-30 minutes of the situation. The expectation is for a 98% or higher uptime and system reliability is expected. For system outages, a contingency plan(s) must be provided in advance for each system with multiple mitigation options. Outages may have financial, personnel, brand, and customer/student impacts for MCCCCD and therefore will have a penalty attributed to them.

4.2.1.8 For quality assurance, compliance purposes, and continuous improvement with service levels, MCCCCD must have access to live and recorded calls, as well as full communication tracking/log for other modes of communication such as text, email, and chats; communication records will be accessible and saved throughout the duration of the campaign for call monitoring and assessment ability; ongoing call calibrations and communication log reviews between CSRs and students/records/contacts are required. A random sampling of 5-10 records of various communication modes per CSR need to be provided on a bi-weekly basis for review and scoring. The quality score range will need to be 85% or higher for each interaction. To increase random scoring quantities, a peer-run feedback system will be created to include both CSRs and MCCCCD student services specialists/teams. For instance, a rotating team member would do quality scoring for each CSR every week of a campaign to provide peer feedback.

The areas to be assessed for CSR interactions include, but are not limited to:

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

- Knowledge level needed for campaign
- Providing correct information
- Answering questions correctly
- Guiding students to the right college student support services
- Customer service quality level and satisfaction rate

In addition, the records will be reviewed with recommendations and include, but not limited to:

- Assessing areas for improvement
- Identifying gaps with information/resources
- Determining training opportunities for reinforcement of information and ongoing learning.
- Evaluating the understanding and comprehension of any changes regarding MCCCCD processes, procedures, services, etc.
- Ways to continuously improve service levels and CRS scores.

4.2.1.9 Vendor(s) will provide a solely dedicated and have a reasonable proximity to the MCCCCD District Office in Tempe, AZ Relationship Manager as part of the contract. The position must meet face-to-face with the MCCCCD Relationship Manager/designee/team at minimum on a bi-weekly basis and more often by conference call/virtual meeting platform as required/needed. The partnership's success is dependent upon this level of support being provided to MCCCCD.

4.2.1.10 Vendor(s) will provide an Account Access Coordinator as part of the contract. The position will be responsible for all interactions related to CSR human capital support coordination between MCCCCD and the vendor in regards to: unsatisfactory performance submissions/records, low assessment scoring, mitigation and corrective action plans, termination requests, and final resolution status reports. Vendor is responsible to update MCCCCD about all CSR matters/resolutions within 2-3 business days of an incident, inquiry, or request.

4.2.1.11 Vendor CSRs are considered to be an extension of the Maricopa Contact Center and MCCCCD and therefore must be able to positively represent MCCCCD and the 10 colleges by providing assistance, support, and high level customer service. CSRs will communicate and correspond with current and future students to provide information primarily about MCCCCD and the student lifecycle. The following are the minimum CSR support responsibilities based on MCCCCD's call/contact center student services specialists' roles.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

- Support outbound campaigns and inbound returned correspondence via phone, text messages, chats, and emails (communication modes may vary based on individual campaign goals).
- Use campaign scripts as a guide along with other resources provided for general knowledge and specific campaign details.
- Answer student questions and guide them to additional resources both verbally and written formats to reinforce information provided and send a follow up email to the student with summary and details.
- Encourage students to complete the required tasks from inquiry to enrolled status with payment arrangements being determined/made (not do the activities for them rather nudge them to take action).
- Ensure and maintain accurate records for all student interactions through various modes/tools.
- Meet or exceed goals, objectives, and metrics for campaigns and other support provided to students.

A sampling of student commonly asked questions are available in **Section 3.5** for additional context.

#### 4.2.2 Technology Help Desk Support Specific Instructions

4.2.2.1 Call Center Representative (CSR) will need to be highly knowledgeable of general technology questions including but not limited to devices, laptops, desktop computers, mobile devices, learning management platforms (Canvas and RioLearn), wireless operations, Oracle/PeopleSoft Student Information System (SIS), G-Suite for Education, Microsoft Office 365, and Video Conferencing systems (i.e., WebEx). CSR must be flexible in learning new systems and support services as the needs of MCCC and the colleges change.

4.2.2.2 The vendor must reside within the United States, provide English and Spanish speaking support options (with the ability to support other languages as identified), and ADA specific accommodations understanding and supporting all MCCC students. Approved.

4.2.2.3 The vendor must be able to answer 85-90% of all questions for all services for which they have been trained within a 1-3 month period of time when the contract is signed. For accountability purposes, service level agreements/targets will be reported and assessed on a monthly basis.

4.2.2.4 Service Level Agreements/Targets are:

- Call Average Speed of Answer:
  - <120s Peak (Jan, Jul, Aug, Dec), <85s off peak
- Call Adjusted Abandonment Rate: <10% (excludes negative abandons, those who hang up prior to the ASA SLA)
- Resolution rate: >95%

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

- Quality Score of >85%: Based on call calibrations, if completed, and their Internal call scores
- Chat Average Speed of Answer:
  - All live interactions are the same so they are the same as phone
  - <120s Peak (Jan, Jul, Aug, Dec), <85s off peak
- Email Average Speed of Answer: Respond to 95% of email inquiries within 4 business hours, tracked and responded via service ticketing system.
- System Service Outage SLA- 99.9% system uptime for all systems (internet, phones, CRM, etc). Communicate all outages with MCCCCD within 15 minutes, this may include reporting, response, resolution and communication and analysis of the root cause of the event.

## 4.2.2.5 Training Requirements are:

- All agents (CSR) must complete MCCCCD onboarding/training, complete the MCCCCD required FERPA training, and receive all necessary MCCCCD system access prior to taking MCCCCD inbound calls.
- All CSRs will be required to have 6-months to 1-year minimum experience with technical helpdesk support before they will respond to calls for MCCCCD.
- CSRs will be required to complete training as identified by MCCCCD within 30-days of notification for specific training requirements.
- Vendor will report on the 5th day of each month a list of agents connected to the account with specific information, including: start dates, end dates, if no longer associated with the account, training completion of FERPA, and identify other internal or external training undertaken to support the account support services. This may include additional completion of required training as identified by MCCCCD with the name of the training occurrence/event and date undertaken.

4.2.2.6 For quality assurance, live and recorded monitoring with periodic call calibrations and assessments between the vendor and MCCCCD is required to establish how the customer was supported, the level of customer service performed, quality of information provided, questions answered correctly, and overall customer satisfaction (at minimum on a monthly basis or more frequent as needed). In addition, modifications, rework identification, and additional training and/or reinforcement needs are to be assessed to continuously improve service levels.

4.2.2.7 Vendor(s) will provide a solely dedicated and have a reasonable proximity to the MCCCCD District Office in Tempe, AZ Relationship Manager as part of the contract. The position must meet face-to-face with the MCCCCD Relationship Manager/designee/team at minimum on a bi-weekly basis and more often by conference call/virtual meeting platform as required/needed. The partnership's success is dependent upon this level of support being provided to MCCCCD.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

4.2.2.8 Vendor(s) will provide an Account Access Coordinator as part of the contract. The position will be responsible for all interactions related to CSR human capital support coordination between MCCCCD and the vendor in regards to: unsatisfactory performance submissions/records, low assessment scoring, mitigation and corrective action plans, termination requests, and final resolution status reports. Vendor is responsible to update MCCCCD about all CSR matters/resolutions within 2-3 business days of an incident, inquiry, or request.

4.2.2.9 The vendor must be able to provide support service agents/CSRs as outlined in the job responsibilities listed below. The information being provided is a sampling of system-wide technical support contact/call center assistance functions.

Assist users with technical issues in all products

- Provide Login IDs after identity verification or resetting of passwords
- Diagnose and resolve technical issues that interfere with MCCCCD products.

Assist users with website assets and product navigation.

- How do I access the student email system?
- My SIS access has been suspended, can you help me?
- My course is not shown in the Learning Management System (Canvas/RioLearn), can you help me?

Report system support service outages

- Verify if a web server or application is unavailable or having problems
- Contact the appropriate service provider if the server or application is unavailable.

A sampling of student commonly asked questions are available in **Section 3.6** for additional context.

### 4.2.3 AR&R Specific Instructions

4.2.3.1 The vendor contact/call center CSRs will need to be highly knowledgeable of the Oracle/PeopleSoft SIS system and individual college and MCCCCD websites. Agents must be trained and knowledgeable of the student lifecycle and be able to answer general/Tier I admissions and records questions/inquiries. This includes, but is not limited to: admissions, program information, registration, residency, payments, FERPA, records requests (i.e. transcripts, student records, etc.), and other support services available to students.

4.2.3.2 Vendor contact/call center CSRs will need to either have the ability to securely handle student tuition and fee payments or capable of providing a warm transfer call (person to person) when students require making a payment transaction on the phone.

4.2.3.3 The vendor will need to have the ability to create tickets for escalations on calls they cannot handle without system-level and college support.

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

4.2.3.4 The vendor must reside within the continental United States, provide english and Spanish speaking options (with the ability to support other languages as identified), and ADA specific accommodations to support all our students.

4.2.3.5 The vendor must be able to answer 85-90% of all questions for the support service areas for which they have been trained within a 3-6 month period of time-

4.2.3.6 Service levels targets are:

- Call Average Speed of Answer:
  - <120s Peak (Jan, Jul, Aug, Dec), <90s off peak
- Resolution Rate - 90% (% of resolvable incidents not needing MCCCCD's involvement)
  - Excludes negative abandons, those who hang up prior to the ASA SLA
- Call Abandonment Rate - 10%
- Customer Satisfaction Rate - 85% (based on after call survey)
- Chat Average Speed of Answer: 60 seconds/90 seconds peak
- Chat Resolution Rate - 90% (% of resolvable incidents not needing MCCCCD's involvement)
  - All live interactions are the same so they are the same as phone
  - <120s Peak (Jan, Jul, Aug, Dec), <90s off peak
- Email Average Speed of Answer: Respond to 95% of email inquiries within 4 business hours, tracked and responded via service ticketing system.
- Call Monitoring Quality Scores 85%
- System Service Outage SLA 99.9%
- Training Requirements?
  - All CSRs must complete the onboarding/training, successfully complete the MCCCCD required FERPA training, and receive all determined/necessary system access prior to taking MCCCCD calls.
  - All CSRs will be required to have 6 months to 1 year minimum experience with Admissions and Records and/or student enrollment services support before they can answer MCCCCD inbound calls.

4.2.3.7 For quality assurance, live and recorded monitoring with periodic call calibrations and assessments between the vendor and MCCCCD is required to establish how the customer was supported, the level of customer service performed, quality of information provided, questions answered correctly, and overall customer satisfaction (at minimum on a monthly basis or more frequent as needed). In addition, modifications, rework identification, and additional training and/or reinforcement needs are to be assessed to continuously improve service levels.

4.2.3.8 Vendor(s) will provide a solely dedicated and have a reasonable proximity to the MCCCCD District Office in Tempe, AZ Relationship Manager as part of the contract. The

## Section Four: PROPOSAL REQUIREMENTS

Rev 022718

position must meet face-to-face with the MCCCCD Relationship Manager/designee/team at minimum on a bi-weekly basis and more often by conference call/virtual meeting platform as required/needed. The partnership's success is dependent upon this level of support being provided to MCCCCD.

4.2.3.9 Vendor(s) will provide an Account Access Coordinator as part of the contract. The position will be responsible for all interactions related to CSR human capital support coordination between MCCCCD and the vendor in regards to: unsatisfactory performance submissions/records, low assessment scoring, mitigation and corrective action plans, termination requests, and final resolution status reports. Vendor is responsible to update MCCCCD about all CSR matters/resolutions within 2-3 business days of an incident, inquiry, or request.

4.2.3.10 The successful vendor must be able to provide assistance in the areas outlined below. These examples are a sampling of District-wide Call Center responsibilities.

Assist users with general information and Admissions & Records services, Examples of A&R services include but not limited to the following areas.:

- Admissions and application questions
- Program information
- Registration
- Residency
- Payments
- FERPA
- Records requests (i.e. transcripts, student records, etc.).

A sampling of student commonly asked questions are available in **Section 3.7** for additional context.

#### 4.3 DEVIATIONS FROM RFP

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

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

#### 4.4 SIGNATURE

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

#### 4.5 AWARD CONSIDERATION

From the total information requested, determination shall be made of the Proposer's ability to serve the 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.

#### 4.6 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: Signed Addenda (if any)
- Tab 7: Deviation to Terms and Conditions (if any)
- Tab 8: 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 Company Overview
- 5.2 Corporate Structure
  - 5.2.1 Legal entity
  - 5.2.2 State of registration or incorporation
  - 5.2.3 Public company – listing symbol
  - 5.2.4 Majority ownership
- 5.3 Operating history
  - 5.3.1 Years in business
  - 5.3.2 Growth rate
  - 5.3.3 Services
  - 5.3.4 Hours of operation
  - 5.3.5 Financial condition
- 5.4 Core Business Strategy
- 5.5 Technology roadmap
- 5.6 Organization structure

**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, 8 and 9 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 3478-10, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the **pricing** indicated below:

### 7.1 Overall Project Planning, Design and/or Implementation Consulting (if needed)

	Year 1	Year 2	Year 3	Year 4	Year 5
150+ Hours	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
450+ Hours	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000+	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

#### Technology Help Desk: Support Services – Tier 1

Per call	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per minute	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Flat Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price Caps	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

#### Enrollment Management: Support Services – Tier 1

Per call	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per minute	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Flat Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price Caps	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

#### General Information and Admissions, Registration & Records (AR&R): Support Services (may included Financial Aid) – Tier 1

Per call	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per minute	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Flat Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price Caps	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Licensing Costs \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
(if needed)

Training Costs \$ \_\_\_\_\_

Knowledge Pack Development \$ \_\_\_\_\_

ADA/Spanish Speaking Services \$ \_\_\_\_\_

## Section Seven: PRICING SCHEDULE

Rev 090817

Hardware Setup Costs \$ \_\_\_\_\_

Software Setup Costs \$ \_\_\_\_\_

Testing/Scenario Costs \$ \_\_\_\_\_

Documentation Costs \$ \_\_\_\_\_

7.2 Prompt Payment Discount: \_\_\_\_\_

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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 signature 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 but may not necessarily be accepted by MCCCC. Any proposed deviations should be presented in accordance to Section 4.3. Requests for deviations presented or requested after the RFP due date will not be entertained by MCCCC.

These Special Terms and Conditions, General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCC's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCC and successful Proposer ("Contract"). MCCCC 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 MCCCC'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, MCCCC may direct the Contractor to furnish the MCCCC Risk Manager with certificates of insurance evidencing the required coverage, conditions, and limits required by the Contract at the following address:

MCCCC 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 MCCCC, 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 MCCCC 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

## Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

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.

- 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

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

For purposes of this Contract, Confidential Information is defined as any and all MCCCCD information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding MCCCCD employees and students, 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 MCCCCD such as institutional financial and performance records.

## Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

- 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,<sup>1</sup> 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.<sup>2</sup> 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.

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<sup>1</sup> 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.

<sup>2</sup> 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

- 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. MCCCCD designates Contractor and its employees and/or agents as an organization conducting certain studies for or on behalf of MCCCCD for purposes of the Family Educational Rights and Privacy Act of 1974. Contractor shall safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCCD 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 MCCCCD's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate MCCCCD 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 MCCCCD. Contractor will supply the appropriate MCCCCD representative with copies of those policies upon request.
- 8.2.6 Contractor will inform MCCCCD's Chief Privacy Officer and the Office of General Counsel by sending an e-mail to [protectprivacy@maricopa.edu](mailto: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 MCCCCD may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCCD 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 MCCCCD 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



## Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

- 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 MCCCCD, (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 MCCCCD, 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 MCCCCD harmless from claims of any kind relating to the disclosure of MCCCCD 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 MCCCCD 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 MCCCCD 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, MCCCCD is subject to applicable laws related to the inspection and production of public records. A public record entails any record,

## Section Eight: SPECIAL TERMS AND CONDITIONS

Rev 032218

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.

## GENERAL TERMS AND CONDITIONS

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

These Special Terms and Conditions, 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.

## Section Nine: GENERAL TERMS AND CONDITIONS

Rev 032218

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

### 9.33 REVISIONS TO THE CONTRACT WORK OR PRICE

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

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

### 9.34 GIFTS, GRATUITIES, UNRELATED COMPENSATION AND CONFLICTS OF INTEREST

In the interest of public stewardship, MCCCCD holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCCD employee or officer from participating in any way in any MCCCCD decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCCD decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCCD employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCCD. MCCCCD also has adopted a regulation that prohibits any employee from accepting any cash, currency, item with a value of more than \$50 (from a single source in a fiscal year), meal, beverage or cost of entertainment if it could be interpreted as an enticement to receive MCCCCD business (whether or not

## Section Nine: GENERAL TERMS AND CONDITIONS

Rev 032218

paid for by a vendor or by a vendor's personal funds) or if there is an expectation of future financial benefit to the vendor. In keeping with these policies, Contractor certifies that neither it nor, if applicable, its subcontractors, suppliers, or distributors, has offered anything of value, and will not offer anything of value so long as it does business with MCCCCD, to an MCCCCD employee or officer responsible for MCCCCD decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

### 9.35 DISABILITY GUIDELINES

If applicable to the work of the Contractor under this Contract, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Contract comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Contract.

## SIGNATURE PAGE

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