

Request for Proposal Recruitment and Selection Management System

Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for a Recruitment and Selection Management System.

The College Human Resources Department (HR) seeks a comprehensive solution to our requirements for a web-based on-line employment application process, requisition management, automated referral process, applicant-tracking system and recruitment management system as outlined in this RFP.

The deadline for receipt of sealed proposals is: August 24, 2010 **at 3:00 PM (MST)**. Sealed proposals must be received by this deadline at the following location:

Pima County Community College District
District Finance Office-Purchasing
4905D East Broadway, Room D-232
Tucson, Arizona 85709-1420

Any proposal received after the date and time listed above will be returned unopened and will not be considered.

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by July 22, 2010 by **3:00 PM (MST)**. Questions must be sent to the email address below and should include the specified Buyer's name and proposal number, and any question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Pima Community College webpage listed below by **July 29, 2010 at 5:00 PM (MST)**:

Linda Ellis, Senior Buyer
DO-Staff-FO-Procure@pima.edu

Copies of the Request for Proposal, questions and answers, and any related documents are available on the Pima Community College Website: <http://www.pima.edu/admin/finance/purchasing/rfp.shtml>

Thomas E. Harrington, CPM, Director
Purchasing Services
Pima County Community College District
District Finance Office-Purchasing
4905 East Broadway, Room D-233
Tucson, Arizona 85709-1420

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Section 1 - Introduction

1. Request for Proposal Summary

Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for Recruitment and Selection Management System in accordance with the Scope of Work specified in this Request for Proposal (RFP).

2. Entity Submitting RFP. The terms "vendor", "proposer", "offeror", "firm", "consultant", "company" or "contractor" used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

3. Description of Pima County Community College District

Pima County Community College District, located in Tucson, Arizona, is one of the ten largest multi-campus, multi-site Community Colleges in the United States. The College is a two-year institution offering both occupational and traditional college courses, and awards many different degrees and certificates. The College's comprehensive curriculum includes credit courses, workforce development programs (Center for Training and Development), adult education special programs (GED), as well as corporate and community based non-credit instruction. Students attend classes at six major campuses including the Community Campus, which itself holds classes at over 70 locations in Southern Arizona. The College employs more than 1,400 regular employees, approximately 1,500 adjunct faculty and 500 part-time personnel. More than 70,000 students attend credit and non-credit classes annually. The population for the Tucson metro area is over 1 million people. The College is accredited by the Commission on Institutions of Higher Education of the North Central Association of Colleges and Schools.

Section 2 - Scope of Work

General Outline:

1. Project Scope

In accordance with the Pima County Community College District 2008-2011 College Plan, Strategy 4.5, Create an institutional structure of change, the College, is seeking proposals from recruitment and selection management system providers.

The College is looking for an on-line applicant tracking system that provides for individuals applying for a job a confidential, easy to understand vehicle for their information and detailed information on recruitment and selection decisions that meet the unique job needs of the College.

2. Background

Current Computing Environment Information

All mission critical college-wide business and educational applications, including the Banner ERP system, Blackboard Vista course management system, and the SunGard Higher Education (SGHE) Luminis portal reside on Red Hat Enterprise Linux or Solaris servers. Oracle 11gR2 is our primary database. The Lightweight Directory Access Protocol (LDAP) application protocol is utilized for

various authentication purposes to include supporting in-house applications such as the Central Authentication Service (CAS), which provides single-sign-on (SSO) capability. The College currently uses Microsoft Exchange 2007 for employee email and calendaring.

The college-wide web servers use F5 load balancers and Apache web servers. Our public web site and intranet are managed through a content management system. Web pages are templated, providing a high degree of standardization in design and navigation.

The college network is protected by several layers of security, including firewalls, intrusion prevention systems, anti-virus/spyware and other technologies.

The current desktop operating system standard for all administrative PCs (i.e., those using Banner) is Windows XP. We are transitioning to Windows 7 over the next 24 months. In addition, there are several Macintosh clients, as well as a handful of UNIX (Solaris and Linux) workstations.

3. Technical Requirements

General system capabilities and requirements will be determined from the following information. Clearly describe elements of your product solution as requested below:

A. Describe Software-Hosting Options

1. For Application Service Provider (ASP) please provide a detailed description of the following elements:
 - a. Hardware platform
 - b. Operating system
 - c. Database
 - d. Network infrastructure
 - e. Hours of availability
2. For client hosted solutions:
 - a. Hardware platform
 - b. Operating system
 - c. Database
 - d. Hardware sizing configuration matrix.

B. Licensing - Describe the licensing options for the various platform options and product configurations. *Please provide a copy of the license agreement for the proposed system.*

C. Maintenance and Support – describe maintenance and support protocol including maintenance periods, upgrades intervals, portability between versions, system software updates, system availability and monitoring. Provide a five-year total cost of ownership (TCO) with an annual breakdown for cost.

D. Service Level Agreement – Describe severity definitions and service escalation protocol. List support options listing type of support, hours of availability, and associated costs.

E. Change Control – Describe the procedures for software change control and testing as they relate to client utilization of the software.

F. Data Center – Describe the elements of your data center including:

1. Bandwidth
2. Data Backup
3. Fire Suppression
4. Power Backup
5. Yearly reports over the past three years indicating:
 - a. System uptime
 - b. Average trouble call response times
 - c. Average outage length
6. Detail capabilities and procedure for disaster recovery.

G. User Interface – Describe the user interface supported by your system. Include operating systems and web browsers, and any known issues that may prevent cross-browser operability.

H. WEB Architecture –

1. Describe the Web application architecture and system requirements including the client's ability to customize and modify the product and interface.
2. Describe the application development tools needed by the client for Web customization and/or integration.

I. Accessibility – Describe compliance with the Americans with Disabilities Act, Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0. Note the relevant WCAG checkpoints met by your software.

J. Security - Describe security features for the available platforms to include: physical security, firewall security, system level security, and application security, passwords, data security backup and recovery.

K. Information Sensitivity Policy – Comprehensively describe policies regulating the handling and maintenance of client data.

L. Integration

1. List supported and compatible single sign-on (SSO) technologies including version information.
2. Describe any integrations capabilities with SGHE Banner 8.0 ERP product

4. FUNCTIONAL REQUIREMENTS

Describe in detail and plain language the following:

A. Describe your processes and abilities to capture internal customer requests for recruitment needs including but not limited to: job duties and responsibilities, education, knowledge, skills and abilities, position and funding authorizations and associated requisition management capabilities.

- B.** Describe your ability to support customized multiple application forms in an education environment including a description of what features are delivered, or require customization of the system to support this need.
- C.** Describe your system's error handling capabilities, controls and the ability for the applicant to update information on incomplete applications and the process for handling unsolicited applications.
- D.** Describe your system capabilities to receive, store, query and view official transcript and credential information received in varying formats (paper, pdf, gif, jpeg formats). Describe how this information will integrate with applicant processing information and what additional technology and/or services may be required to make it possible.
- E.** Describe your workflow capabilities for tracking and routing recruitment efforts from job development and advertising to offer acceptance and information storage for all system users.
 - 1.** Describe your ability to create, report and provide reminders for recruitment timelines of tasks and events in the recruitment and selection process for all system users.
 - 2.** What methods do you use to provide this notification?
 - 3.** Describe the ability to manage a single applicant's data in multiple recruitments which may or may not be the same or similar job type.
 - 4.** How do you handle the updates and changes to the applicant information in subsequent recruitment efforts?
 - 5.** Describe your process for maintaining, tracking and reporting all correspondence and contact interactions with applicants, customers and interested parties regarding: recruitment; an applicant; a job.
 - 6.** Describe your system's ability to display, track and screen for job minimum qualifications.
 - 7.** Describe your solution to recording skills assessment results.
 - 8.** Describe your system's ability to identify, select, and control required applicant data for submitting a complete application. (i.e. no fields left blank)
- F.** What abilities or solutions do you have for creating a bank of predefined interview questions?
- G.** What solutions do you offer for tracking candidates who are non-select alternates to a recruitment effort in the event the opportunity becomes available within one year?
- H.** Describe in detail your system's ability to produce both standard and ad hoc reports for both management and support of the recruitment and selection process; include any additional resources or costs associated with the reporting and include the relationships of your table data.
- I.** Describe the ability to import to and export data from your system
 - 1.** Microsoft Office products
 - 2.** E-mail systems
 - 3.** Other third party software.
- J.** Describe your system data security: screen, table and field level security elements.
- K.** Describe your ability to do keyword searches on skill sets, education and/or experiences such as position minimum qualifications.

- L. Describe your process for maintaining compliance with all Federal, State and Local employment related laws.
 - 1. Capture of Equal Employment Opportunity (EEO) data
 - a. Distribution of application data between appropriate users
 - b. Secure and isolate for non-authorized users
 - c. Applicable delivered and ad hoc reports
 - 2. Discuss your process and handling of the "Internet Applicant"
 - 3. Discuss your abilities to notify applicants of procedures for handling special needs or American with Disabilities Act (ADA) accommodations.
 - 4. EEOC and State of Arizona Revised Statutes archival requirements.
- M. Discuss your process for software revisions and updates including your development and testing procedures and notifications for associated production changes to software security, screens and capabilities.
- N. Discuss your ability to provide a software solution that supports and sustains the College's identity
 - 1. Online application, including logos, fonts, and other specialized data formatting
 - 2. Web rendering
 - 3. Restrictions, modifications, customizations and associated fees that would affect service and support offerings.
- O. Provide for us an illustration of the system's design and integration including sub-systems or modules.
- P. Describe your standard and other available services for implementation to include:
 - 1. Training - technical and user
 - 2. Design Assistance
 - 3. Implementation Planning
 - 4. Programming Assistance
 - 5. Communication and Support Strategies
 - 6. Other.

5. Project Outcome/Objectives.

The desired outcome/objectives of this project include creating a consistent and effective communication to internal and external populations regarding the College's job opportunities and documentation of the outcomes of the selection process.

6. Proposal Copies

Provide 4 (four) copies of the proposal in addition to the master copy and 1 (one) copy on cd. See section 3 for further information.

Section 3 - Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the Office of the Purchasing Director by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

The firm must submit one original copy of the proposal (clearly marked "Original") as well as the required number of additional copies (clearly marked "Copy") specified in Section 2 of this proposal. One copy provided must be unbound and in a suitable format to allow photocopying.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm's proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Qualifications

The proposal verbiage must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- A.** Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- B.** Corporate organization chart indicating key management team members.
- C.** Number of years in business.
- D.** Description of the firm's capabilities to provide the requested product(s)/service(s).

- E. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- F. Overview of approach and description of methodology to be used.
- G. Description of project structure and detailed project timelines and phases (if applicable).
- H. References: The contractor must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the District. The District prefers educational or governmental entity references. Each of the references must include the following information:

- 1. Company Name
- 2. Industry Type
- 3. Address, City, Province/State/Country
- 4. Contact Name, Title, Phone Number, and Email address
- 5. Year(s) service(s) provided
- 6. Comments (include details regarding the current status of the product/service provided by contractor)

3. Response to Scope of Work

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in the Scope of Work section.

4. Exceptions Requested

Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

5. Cost Proposal

A detailed cost proposal must be provided and placed in a separate, sealed envelope, marked "Cost Proposal", clearly marked with the proposal number and the firm's name. If a Cost Proposal sheet is provided in the Appendix of this RFP, firms should complete it and use it as a guide to prepare their detailed cost proposal. One (1) copy of the Cost Proposal is required to be included with the original proposal. This information will not be considered during the initial stages of the evaluation process. Additional requirements are as follows:

- A. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- B. All applicable taxes are to be paid by the Vendor and included in the quoted price. The College is not exempt from paying State and local transaction privilege tax (sales tax).
 - 1. Proposals that include equipment or materials **should not** include sales tax in the amount of your proposal, but **do show** tax percentage in the appropriate space.
 - 2. Proposals for services **must include** any applicable taxes as a separate itemized amount and also show tax percentage in the appropriate space.
- C. Provide detailed explanations of any assumptions that the contractor made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.

- D. Indicate if any costs are estimated and specify how contractor proposes that costs be billed to the College (e.g. actual expenses (time and materials), flat fee, capped, not-to-exceed, etc.) and when the contractor proposes to bill the College for the expenses (e.g. progress payments, milestone, weekly, monthly, etc.)
- E. Indicate if contractor's proposal includes work in separate phases or sections. If so, provide separate sections identifying costs for each of the proposed phases and describe the proposed work that would be accomplished in each of the phases.
- F. Indicate if any items are optional and specify them in a separate section(s).

6. Appendix

The Proposal Appendix must include:

- A. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.
- B. Audited financial statements for the past three (3) years (at minimum an Income Statement, Cash Flow Statement, and Balance Sheet are required) (All financial materials submitted will be handled as confidential to the extent possible by law).
- C. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past three years as it may relate to the successful completion of this Project.
- D. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- E. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
- F. Samples of any contract(s), waiver(s), or any other documentation that contractor requires the College to sign.

Section 4 –Selection and Contract Award

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Award.

Selected vendors may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the vendor.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria in addition to any specified in the Scope of Work:

1. Application Management Capabilities

- A. Multiple Applications (staff, faculty, etc.)
- B. Controls for partial, incorrect, and incomplete applications
- C. Identification and rejections of unsolicited applications
- D. Establishment of timelines: sending reminders and notifications to staff and applicants
- E. Workflow capabilities (track and route)
- F. Maintain record of correspondence and interactions with individuals and organizations
- G. Ability to receive, store, query, and view transcripts and credential information
- H. Ability to use the same applicant pool for multiple recruitments
- I. Capability of applicant to update information on application
- J. Ability to redact sensitive information

2. Communication Management

- A. Applicants
- B. Managers
- C. Advisory Committee
- D. Electronic acknowledgement and notification of applicants regarding recruitment status

3. Regulatory Compliance

- A. Regulatory accommodations, include ADA accommodations
- B. Security and distribution of mandated and college required EEO data
- C. Ability to address and distribute software revisions in response to regulatory changes

4. Identity Branding

- A. Customization to reflect and support the College's image and identity
- B. Ensure continuity of look and functionality through seamless experience for applicants

5. Report Writing

- A. Standard reports
- B. Mandated EEO and AA reports
- C. Supports ad hoc reporting with variety of tools

6. Integration/Implementation

- A. Ease and utility in import/export to other applications (i.e. MS Office, Banner)
- B. Flexibility in initial system setup and structure as it relates to data rules and table definitions
- C. Implementation support for initial startup; including how firm will support PCC in the future

7. Other Considerations

- A. Company qualifications, experience, client base, customer service record
- B. References
- C. Product design

Section 5 – Terms and Conditions

- 1. Proposal Opening.** Proposals are opened publicly in the office of the Purchasing Director and interested parties may attend. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. Only the names of the submitting firms shall be publicly announced at the proposal opening. No other information will be released until time of award. Proposal results will not be given in response to telephone inquiries. The list of firms or persons submitting proposals is available to anyone who submitted a proposal by sending a written request to the Purchasing Director.
- 2. Effective period of proposals.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFP to be valid and irrevocable for one hundred and twenty (120) days after the proposal due date and time. Any firm who does not agree to this condition shall specifically communicate such disagreement in its proposal to the College, along with any proposed alternatives. The College may accept or reject such proposed alternatives without further notification or explanation.
- 3. Alternate Offers.** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of purchase.
- 4. Inquiries/Questions.** Only questions answered by a formal written amendment to the RFP will be binding. Firms may only submit written questions via e-mail as noted on page 1. Oral interpretations or clarifications will be without legal effect.
- 5. Addenda.** Any change to the proposal will be in the form of a numbered addendum issued by the Purchasing Director's office. Any addendum will be posted on the College's webpage listed on page 1 of this RFP, and shall be furnished to all who received a paper copy of the RFP from the College. Other than official numbered addenda issued by the office of the Purchasing Director, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this RFP are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
- 6. Withdrawal.** Proposals may be withdrawn until the date and time of the proposal opening. Proposals may not be withdrawn for ninety (90) days after the proposal opening.
- 7. Cancellation.** The College may cancel an RFP in whole or in part if it is determined to be in the best interest of the College.
- 8. Acceptance or Rejection of Proposals.** The College reserves the right to waive any formalities and to reject any or all proposals or any part(s) thereof, and/or to accept any proposal or any part thereof and/or to cancel the request for proposal. The College also reserves the right to reject the proposal of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the proposals.

- 9. Waiver of Minor Imperfections.** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a proposal.
- 10. Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFP shall become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor and will be returned to the vendor, after the award upon request.
- 11. Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be packaged separately from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. If such restriction impedes the consideration of the firm's proposal, the Purchasing Director may disqualify the proposal.
- 12. Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
- 13. Pre-proposal Conference.** If scheduled, the date and time of a pre-proposal conference is indicated on page 1 of this document. Attendance at this conference, if mandatory, is so noted. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstandings. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to this RFP. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-proposal Conference, questions may be submitted in writing via e-mail as noted on page 1.
- 14. Proposal, General Provisions.**
- A. Offer and Acceptance.** A response to the RFP is an offer to contract with the College based on the provisions contained in the RFP. An authorized signature on the cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which shall incorporate this RFP.
- B. Cost of Preparation.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal shall be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.

C. Accuracy. It is the responsibility of all firms to examine the entire RFP document and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal and may result in rejection.

15. Waiver of Damage Claim. Each firm, in submitting a proposal, is deemed to have waived any claims for damages by reason of the selection of another proposal and/or the rejection of his/her proposal.

16. Responsibility for Compliance with Legal Requirements. The contractor shall comply with all state and federal laws applicable to its operations.

17. Law Forum. A contract resulting from this RFP shall be governed, and the College and contractor shall have all remedies afforded to each, by the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

18. Non-discrimination. During performance of a contract, the vendor will comply with provisions of the Civil Rights Act of 1964, Executive Order No. 11246 of September 24, 1965; rules, regulations and relevant orders of the Secretary of Labor and all applicable Municipal, County and State laws.

19. Americans with Disabilities Act. The contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

20. Confidentiality. The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the College, the contractor shall not publish, reproduce or otherwise divulge such information in whole, or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, to those employees on staff who must have the information on a "need-to-know" basis, and the contractor agrees to immediately notify the College, in writing, in the event it is determined, or there is reason to suspect, a breach of confidence has occurred. Execution of a confidentiality agreement will be required of the successful contractor.

Section 6 – Indemnification and Insurance Requirements

1. Indemnification

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the College, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents, or any tier of subcontractors in the performance of the contract. The contractor's duty to defend, hold harmless and indemnify the College, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the contractor be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The contractor shall hold the District, its officers and employees, harmless from liability of any nature or kind on account of use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request.

2. Insurance Requirements

The contractor, at contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the College and possessing a minimum current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of this Contract.

The contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the College shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the College.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the College, its agents, representatives, directors, officers, and employees for any claims arising out of the contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the College under such policies. The contractor shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The College reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The College shall not be obligated, however, to review same or to advise the contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the contractor from, or be deemed a waiver of the College's right to insist on, strict fulfillment of contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insured.

3. Required Coverage:

A. General Liability

1. The contractor shall maintain and cause any subcontractor to maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.
2. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.
3. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's, Additional Insured, Form B, CG20101185, and shall include coverage for the contractor's operations and products and completed operations.

B. Workers' Compensation

1. The contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$2,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
2. In case any work is subcontracted, the contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the contractor.

C. Certificates of Insurance

1. Prior to commencing Services under this contract, contractor shall furnish the College with Certificates of Insurance, or formal endorsements as required by the Contract, issued by contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.
2. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the contractor's work or services and as evidenced by annual Certificates of Insurance.

3. If a policy does expire during the life of the contract, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.
4. All Certificates of Insurance required by this Contract shall be identified with a bid or proposal serial number and title.

D. Cancellation and Expiration Notice

1. Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the College.

Appendix

RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to vendors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the vendor to submit complete and compliant proposals.

- ☐ **Cover Letter**
- ☐ **Qualifications**
- ☐ **Proposal**
- ☐ **Cost Proposal**
- ☐ **Copy of Proposal on CD**
- ☐ **Non-collusion Affidavit**
- ☐ **Conflict of Interest Disclosure**

Non-collusion Affidavit
(must be completed by contractor)

STATE OF: _____)
COUNTY OF: _____)ss _____)

(Name of Individual)

being first duly sworn upon oath deposes and says:

That he/she is

(Title)

of _____
(Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before me
this _____ day of _____ 20____

(Signature)

If by a Corporation (Seal)

My commission expires: _____

Notary Public

Conflict of Interest Disclosure

All vendors must disclose with their proposals the name of any officer, director or agent who is also an employee of the College or any of its agencies. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest in the vendor or any of its branches.

Employee Name	Description of Conflict of Interest