



## ACKNOWLEDGMENT OF RECEIPT

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Description: **HRIS SYSTEM**

Proposal#: **RFP 07-2021**

Addendum#: **N/A**

Number of pages to follow: **26**

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Please provide the requested information below as acknowledgment that you have received our RFP referenced above. It is strongly recommended that interested parties complete this acknowledgment and return to us by mail, Email or fax.

Mohave Community College Purchasing Department  
1971 Jagerson Ave  
Kingman, AZ 86409  
Email: [cvanvleet@mohave.edu](mailto:cvanvleet@mohave.edu)  
Fax: (928) 757-0819

**Only firms returning completed acknowledgments will receive the Pre-Bid Meeting ZOOM information and any additional addenda to this RFP.** RFPs from firms not acknowledging the addenda shall be considered incomplete and subject to disqualification.

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

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

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Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

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

Name(print): \_\_\_\_\_ Title: \_\_\_\_\_

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



## MOHAVE COMMUNITY COLLEGE

### REQUEST FOR PROPOSAL

MOHAVE COUNTY COMMUNITY COLLEGE

Requests Proposals from Qualified Vendors for a:

### **HUMAN RESOURCE/ PAYROLL (HRIS) SYSTEM RFP 07-2021**

Responses will be received at  
Office of the President  
1971 Jagerson Ave.  
Kingman, AZ 86409

For inquiries regarding this RFP, please contact:

Christine Van Vleet  
Director of Procurement  
1971 Jagerson Ave  
Kingman, AZ 86409  
Telephone#: (928) 757-0819  
Fax#: (928) 757-0814  
Email Address: [cvanvleet@mohave.edu](mailto:cvanvleet@mohave.edu)

This is a Notice of a procurement process which may result in an award; however, it is not intended to be and should not be construed to be an offer to contract.

**Proposals for a comprehensive Human Capital Management System to include payroll processing and a learning management system**

Mohave Community College, is currently seeking proposals from qualified bidders for a comprehensive Human Capital Management System to include payroll processing and a learning management system in accordance with the Statement of Work specified in this Request for Proposal (RFP).

<p><b>Proposal Due Date</b> <b>January 15, 2021 4:00 PM (AZ Time)</b></p>
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In accordance with A.R.S. § 41-2533, competitive sealed Proposals for the services specified, will be received by the Purchasing department of Mohave Community College (MCC) prior to the posted bid close date and time. **Late Proposals will not be considered.**

**Request for Proposals Solicitation Point of Contact:**

Mohave Community College  
Christine Van Vleet, Director of Procurement  
1971 Jagerson Ave  
Kingman, Arizona 86409

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

**A Pre-Bid Meeting will be held on Monday, December 14, 2020 via Zoom. Only firms returning the Acknowledgement of Receipt to this RFP will receive the ZOOM Meeting information and any additional addenda released in regards to this RFP.**

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received prior to **5:00 PM (Arizona Time) on December 16, 2020**. Questions must be submitted via email address below; include the specified contact name, proposal number, any question(s) and a reference to the appropriate page and section number of the RFP. Questions and answers will be sent as Addenda to all firms/vendors who returned the **Acknowledgement of Receipt** to this RFP. Q & A Addenda will be sent on or before **5:00 PM (Arizona Time) on December 18, 2020**:

Copies of the Request for Proposal and any related documents are available on the ProcureAZ Website: <https://doa.az.gov/procureaz> as well as on the Mohave Community College website at [www.mohave.edu/procurement](http://www.mohave.edu/procurement).

**Inquiries**

Questions regarding this Request for Proposal should be submitted via email to [cvanvleet@mohave.edu](mailto:cvanvleet@mohave.edu).

**PRE-BID MEETING VIA ZOOM**

A **Pre-Bid Meeting** will be held on **Monday, December 14, 2020 via Zoom. Only firms returning the Acknowledgement of Receipt to this RFP will receive the ZOOM Meeting information and any additional addenda released in regards to this RFP.**

**POST-BID MANDATORY DEMONSTRATION**

Subsequent to bid closing date, the evaluation committee will evaluate and score the proposals in accordance with the criteria listed herein. The evaluation Committee will invite the top three to five vendors for system demonstrations based on preliminary scoring results. The finalists will be scored on the same criteria post-demonstration to determine the system best- suited for the needs of the College.

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## General Information

Mohave Community College (MCC) is a regionally accredited, publicly funded, comprehensive community college serving Mohave County in northwestern Arizona. MCC's mission is to provide, support and promote lifelong learning. Founded in 1974, the college currently enrolls about 6,700 students in both credit and noncredit courses at multiple sites in Mohave County.

### Campus locations:

#### **Kingman Campus**

1971 Jagerson Ave  
Kingman, AZ 86409

#### **Bullhead City Campus**

3400 Highway 95  
Bullhead City, AZ 86442

#### **Lake Havasu City Campus**

1977 Acoma Blvd.  
Lake Havasu City, AZ 86403

#### **North Mohave Campus**

480 S. Central  
Colorado City, AZ 86021

## Section I: Request for Proposal (RFP) Summary

### Introduction

Mohave Community College, also referred to as "the College" or "MCC" is a dynamic and multifaceted institution of higher education featuring four campuses strategically located throughout Mohave County for the purpose of educating the diverse population of the region.

Purpose for obtaining new Human Capital Management System:

1. Improve efficient use of scarce resources through the reduction/elimination of duplicative processes; appropriate use of technology; process automation; expanded access to data sets and reports.
2. Improve accuracy and timeliness of all aspects of human capital management and payroll processes.
3. Reduce risk by increasing security of employment and payroll data security, improving internal controls, and automating processes.
4. Improve flexibility to implement new requirements, fringe benefits offerings and any other changes to MCC staff remuneration.

MCC's current Employee Services information:

1. MCC has approximately 600 employees on the system who are engaged to work in a wide variety of capacities, including work-study, temporary, hourly/non-exempt, salary/exempt assignments for different portions of the year ranging from a single day to a 9-month or 12-month annual calendar.
2. Current ERP: Jenzabar EX (Student, Financial Aid, Finance & HR).
3. MCC pays approximately 500 employees biweekly with required and voluntary employee deductions such as charitable contributions
4. MCC engages with multiple organizations to provide employee benefits, including: 1) Arizona School Boards Association Benefit Trust that administers through Meritain to provide health benefits 2) Delta Dental of Arizona to provide dental and vision benefits; 3) The Standard Company to provide life insurance benefits.
5. MCC is a member of the Arizona State Retirement System (ASRS), which has system-specific reporting requirements, including for new hires and resignations, as well as separate monthly and annual reporting requirements
6. MCC provides multiple types of leave at various accrual rates depending on employee group and years of service, including Paid Time Off, Paid Sick, FMLA, Military, Jury Duty, and Administrative.

## Section II: Statement of Work

### Project Scope

Mohave Community College (MCC, College) is seeking proposals from vendors with at least 5 years of experience to provide a comprehensive and fully integrated human capital management system (HCM), to include payroll services and/or a system for payroll functions and a learning management system (LMS) to increase efficiency with the Employee Services department and provide a learning platform for employee development. MCC reserves the option to award all or parts of the project to one or more qualified vendors.

### General System Requirements

1. Mobile adaptive/friendly
2. Single-source, fully integrated database
3. Scalable, single report writer for all aspects of the system with ability to export reports to Excel
4. Option for 100% paperless processing
5. Dedicated account team
6. Ability to migrate historical information from existing system to new system
7. System auditing abilities (approved/denied transactions, data changes, etc.)
8. Ability to interface with a third-party system for which the vendor does not have a standard interface.

### Human Capital Management System Requirements – General

1. Centralize all personnel data in one place
2. Automated approvals & workflows
3. Intuitive salary administration and bulk salary updates
4. Employee self-service portal for a wide variety of functions
5. Position management tools to track active employees and FTE
6. Simple query abilities, with minimal knowledge/training.
7. Ability to extract data and create custom reports, including work agreements

### Human Capital Management System Requirements – Applicant Tracking

1. Centralized process to attract applicants, screen them, and land a qualified hire while ensuring equitable hiring processes and compliance.
2. Create robust job postings that include custom photos and video
3. Modernized communication with text messaging, electronic offer letters, and an applicant self-service portal, giving applicants the ability to check the status of their application and self-schedule written exams, oral panel interviews, and performance tests
4. Streamline the search process with a centralized hub designed to make it easy for search committees to provide feedback about candidates,
5. Leverage built in rating matrices for search committee review of candidates
6. Ability to blind sensitive info on candidate applications and attachments
7. Generate reports for EEO, diversity and inclusion initiatives, and analyze time-to-hire
8. Maintain transparency and streamline communication for both the applicant and HR with an online self-service portal.



### Human Capital Management System Requirements – Onboarding

1. Ability to assign and track completion of essential onboarding tasks that can be sent, signed, and stored electronically.
2. Ability for new hires to complete employment paperwork online, including I-9 and W-4.
3. Ability to introduce new employees to the workplace with a self-service portal that makes them feel a sense of belonging from the start.
4. Upload and store photos and videos to introduce them to other team members and leadership.
5. Provide links to pertinent organizational resources
6. Ability to configure the new employee email accounts
7. Ability to export data for compliance reporting
8. Automate the scheduling of 30-60-90 day check-ins

### Human Capital Management System Requirements – Performance Management

1. Automate probationary review
2. Automate annual employee performance review processes
3. Ability to schedule periodic check-ins and reminders to provide feedback and increase transparency between employee and manager
4. Ability to use journal entries to document employee achievements and areas of concern
5. Ability to eliminate recency bias by referring back to journal entries during evaluation process
6. Ability to Implement performance improvement plans and electronically document every step of the process
7. Ability to track status of performance reviews, classroom observation reports, and more
8. Reports and dashboards to analyze individual employee, team, or departmental data, assisting in identifying skills gaps and determining employee development needs.

### Human Capital Management System Requirements – Benefit Management

1. Manage all employee plan and enrollment types in one place
2. Support multiple benefit plans
3. Ability to create schedules based on employee group, type, and status
4. Ability to automate open enrollment and new hire enrollment processes
5. Ability to automate qualifying event enrollment processes
6. Ability to maintain complex benefit calculations
7. Seamlessly integrate with payroll.
8. Ability to provide an 834-carrier exchange

### Human Capital Management System Requirements – Document Management

1. Ability to build online forms or convert existing forms.
2. Ability to distribute, track, and approve all employee documents digitally, creating centralized personnel files
3. Reduce filing burden by automating storage of completed forms from all stages of the employee lifecycle.
4. Ability to define automated routing workflow processes

5. Ability to protect sensitive HR data through user roles and permissions.
6. Ability to assign required signatories
7. Ability for employees to self-initiate processes and track status to completion.

#### Human Capital Management System Requirements – Job Description Management

1. Ability to create job descriptions, using pre-populated information - i.e. established benefit package or physical requirement information
2. Ability to store job descriptions in a safe environment that is also accessible to internal and external users.
3. Ability to archive job descriptions for retired positions.
4. Ability for managers to independently submit revisions to job descriptions, with ability to assign approval track for revisions
5. Ability to provide job description revision history, including audit trail.

#### Payroll System Requirements

1. Ability to completely process bi-weekly employee payroll to both paper check or direct deposit for all employee groups, including adjunct payroll.
2. Unlimited earnings codes, deduction codes and direct deposits
3. Detailed pay stubs reflecting the various earning codes
4. Payroll tax filing for Federal, State and Local jurisdictions
5. W-2 printing and reconciliation
6. Electronic W-2 filing to Federal and State jurisdictions
7. 24/7 secure access to pay check history
8. Online W2's (Current and Historic)
9. Ability to track and provide reports for multiple annual and sick leave monthly accruals, pay period deductions/use, and calculation of balances at the end of each pay period
10. Ability to allocate individual employees' salaries to multiple General Ledger account codes
11. Ability to display different job pay descriptions on paystubs
12. Ability to pay 9, 10 or 11- month contracts over 12 months, and provide a journal entry to accrue the values over two fiscal years
13. Ability to create complex reports, including in-depth pay history
14. Ability to export General Ledger information to accounting software via a custom-formatted or Microsoft Excel document

#### Time and Attendance System Requirements

1. Robust attendance and leave approval/tracking tools to manage employee time with increased visibility
2. Employee self-service tools to manage time & attendance
3. Ability to track FMLA and comp time
4. Ability to create and apply special overtime rules
5. Ability to perform FSLA calculations
6. Electronic timesheets, available on mobile devices as well as computers.
7. Ability for offline punching and exceptions

8. Ability to support complex timesheet approvals, including special overtime approval.
9. Ability to create multiple leave banks with complex accrual rules
10. Ability for employees to make online requests for use of PTO, sick, or compensatory leave
11. Supervisors' ability to view employee leave availability when approving requests
12. Ability to show leave totals on paycheck/stub, as per Arizona statute.
13. External e-mail notifications when items are pending manager's approval

### Learning Management System Requirements

1. Centralized online platform that can be accessed onsite or remotely, designed for the specific needs of educational institutions
2. Robust course catalog, including courses specific to higher education
3. Ability to utilize external course catalog.
4. Ability to create learning content with robust tools
5. Automated notifications/reminders to increase engagement and improve class attendance rates
6. Enable employees to complete training from anywhere with a mobile-friendly interface
7. Ability to assign courses to individuals, employee groups, entire departments, or all employees
8. Ability to create due dates that trigger automated email notifications and reminders
9. Ability for managers to track employee participation

### Technical Requirements

1. System Availability Requirements
  - a. All services can be cloud-based, accessed via the web, and accessible 24/7 from both the College's network and remote locations.
  - b. Ability to monitor for uptime and also notification to customers regarding degradation of service.
2. Security Requirements
  - a. Ability to provide evidence of security policy and 3<sup>rd</sup> party audits (e.g. Soc report)
  - b. Ability to provide plan for transmission security.
  - c. Ability to provide current disaster recovery plan.
  - d. Allow user-based roles, assignments and permissions
  - e. Data security at the table, row, and field Levels
  - f. Sign-in and time-out user session security
  - g. Security certificates equal to or exceeding cyber standards.
3. Compatibility Requirements
  - a. Ability to integrate with Microsoft Active Directory or CAS/SAML 2.0 (SP initiated) and/or Active Directory/Azure AD desired.
  - b. Ability for system to be accessed using any browser (browser agnostic) and any device (device agnostic)
  - c. Ability to export payroll data to general ledger system.
4. Data Requirements
  - a. Periodic data backup.
  - b. Ability to import and export content
  - c. Options for retrieving ALL data stored in your systems on behalf of MCC

5. Maintenance Agreement/System Upgrades Requirements
  - a. Cost of periodic upgrades included in the basic agreement.
  - b. Training provided on periodic upgrade
6. Support Requirements
  - a. Single phone number or contact for all support sales and service support needs.
  - b. End-user support plan, including help desk services and escalation path including support hours, average response time, and graduated or differentiated tiers of support for the application.
  - c. Training materials available on-demand to end-users.
7. Other Technical Requirements
  - a. Ability to be customized for branding and employee preference
  - b. Ability to require users to complete a process (watch a video, complete a task) before accessing the employee portal or employee content.

## Section III: Proposal Preparation and Submittal

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

Before submitting a proposal, each Vendor shall familiarize itself with the entire RFP, including Statement of Work, contract form and all laws, regulations and other factors affecting contract performance. The Vendor 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 Vendor. There will be no subsequent financial adjustment for lack of such familiarization.

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

### **Section 1 - Index/Table of Contents**

Include an index as part of your submittal with each section clearly identified in the same order as shown below.

### **Section 2 - Cover Letter/Executive Summary**

Please provide an executive summary of at most three pages in length. Briefly explain why your solution and company are good fits to meet the Mohave Community College needs as specified in this RFP.

### **Section 3 - Firm Overview**

Please provide an overview and history of your company, including at least the following information:

1. Name: Provide the legal company name, address, and telephone number of the legal entity.
2. Legal Structure: Describe the legal structure of your company.
3. Leadership: Provide details on the leadership of your company in all key areas. Include an organizational chart showing the line of authority including individual names, and titles.
4. History: Explain your corporate history, length of time in the higher education niche, market share, and number and type of higher education clients.
5. Mission: Explain your corporate mission, vision, and long-term strategic initiatives.

6. **Finances:** Provide information demonstrating the financial performance of your company, including information relevant to your ongoing financial stability.
7. **Strategy:** Describe your company's involvement in, and commitment to, the higher education industry in Arizona, in the United States, and globally. Provide an overview of your HRIS product portfolio. Explain your product strategy and roadmap for the next release.
8. **Plans:** List and describe any major development plans and initiatives for the next three years related to the scope of this RFP, including strategy for the next two releases.
9. **Other Products:** List and describe other products beyond those listed in this proposal that may benefit Mohave Community College.
10. **Lawsuits:** List and describe all current or pending lawsuits and any lawsuits and relating claims that have been filed against the company in the last five (5) years related to performing these services.
11. **Awards:** List and describe recent company awards or acknowledgements.
12. **Comparable:** Describe your history of working with institutions similar in size and complexity to Mohave Community College.
13. **Fit:** Explain what makes your company uniquely qualified to fulfill Mohave Community College's needs.
14. **Timeline:** Describe the timeline and expected commitment of time from the college your company would need to provide a robust demo of your product to a large audience of faculty, staff, students and administration

#### **Section 4 - Client References**

Please provide at least five client references, two of whom are similar in size and complexity to Mohave Community College and have licensed the proposed systems in a comparable environment, using your hosted solution, within the past five (5) years. For each client reference provide, at a minimum, the client name, a contact name, title, address, e-mail address, phone number, institutional enrollment, list of software licensed and implementation status, and hardware and database environments.

#### **Section 5 - License Conditions**

Specify the terms and conditions for using the licensed software proposed in response to this RFP. Include the license documents for all software, installation, and maintenance services.

#### **Section 6 - Statement of Work**

Delineate the scope and detailed descriptions of all work the vendor will perform to fulfill the contract.

#### **Section 7 - Proposed Staffing**

Describe the staff who will be assigned to work with Mohave Community College throughout the implementation process and beyond. Include information on the corporate organization, experience, and skills related to your track record, reputation, and past client performance that indicates the capabilities for successful implementation of the proposed systems services. Provide examples of similar major projects that demonstrate experience, qualifications, innovative solutions, and skill sets that enabled you to perform the necessary tasks. Include resumes of key project team members.

#### **Section 8 - Proposed Project Plan and Schedule**

Mohave Community College wishes to engage in a rapid implementation. Provide a detailed explanation of the recommended plan for implementation of the software systems being proposed, fully explaining how you plan to implement the proposed system within the context of other systems currently in use and considering the need to integrate and/or interface with these systems so as not to disrupt day-today operations within the College. The preliminary written project plan should clearly articulate project management methodology and contain clearly marked milestones and deliverables for all phases of the project. The plan shall describe how and when each implementation stage will be accomplished, timeframes for training and meetings, data conversion techniques and expectations, testing and live cutover, and status reports and issue resolution.

### **Section 9 - Implementation and Training Services**

Provide a detailed description of all implementation and training services included with the system. Include example training materials and user manuals.

### **Section 10 - Customer Service and Support**

Provide a detailed description of the ongoing customer service and support services that will be provided to Mohave Community College as part of its ongoing maintenance agreement.

### **Section 11 – Data Security**

Provide information about your security standards given the sensitive nature of employee and payroll data including technical specifications of any hosted data servers and software, web-based communications, electronic payments, data encryption, data storage, backup systems for data and continuity of service for payroll processing, etc.

### **Section 12 – Cost Proposal**

Provide a detailed three-year and a five-year cost proposal outlining one-time implementation/setup/training costs, annual license fees, monthly/per pay period processing/timekeeping fees, local/state/federal reporting fees (such as 941s, W2s, other monthly or quarterly reports) if not included in routine processing fees, and/or any other routine/recurring system or processing costs. List any other expenses if needed to accurately reflect all of the costs that Mohave Community College will assume. Please identify which areas (modules or components) of the RFP are included in your pricing proposal. If "All", so state, if optional, please highlight.

### **Section 13 – Required Forms and Documents**

Complete and provide required forms and documents identified in Attachment A -Exception Form, Attachment B – Insurance, and Attachment C – Offer and Acceptance Form as well as the Acknowledgement of Receipt.

## **Submitting the Proposal**

1. It is the responsibility of the Vendor to assure that proposals are received as follows: The proposal package must contain one (1) original and six (6) copies of the proposal as well as an electronic copy (thumb drive). The original must be clearly marked "Original" and the proposal package must be delivered sealed.
2. Please clearly mark the package RFP#: 07-2021 Human Resource/Payroll (HRIS) System.

3. In order to be considered, all proposals must be received no later than 4:00 PM Arizona Time on Friday January 15, 2021. Proposals may be shipped or hand delivered to:  
Mohave Community College – Office of the President  
1971 Jagerson Ave  
Kingman, AZ 86409
4. The proposal must be typed or in ink. The person signing the proposal must initial erasures, interlineations or other modifications in ink. Modifications shall not be permitted after proposal have been opened except as otherwise provided under applicable law. Unreadable proposals may be considered non-responsive.
5. A proposal received by the Purchasing Department after the RFP due date and time will not be opened nor considered for award. Note that acceptance by any MCC department (for example: Mailroom) other than the Purchasing Department shall not constitute receipt of proposal.

## Section IV: Uniform Terms and Conditions

Proposals that take exception to any Terms & Conditions stated within this Request for Proposal (RFP) may cause the Proposal to be considered as non-responsiveness or may result in cancellation of contract if already awarded.

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

1. **Bid Security:** Bid Security is not required for this RFP.
2. **Confidentiality:** All information provided through this Request for Proposal and ensuing process will be held in confidence and will not be revealed nor discussed with any competitor until final execution of the contract(s). At the time, all documents related to this process become public records, subject to production pursuant to the Arizona Access to Public Records Act, except for those portions of the documents clearly marked by the Firm as being proprietary information or trade secrets and which concerns are reasonable.  
  
Pricing information shall not be considered proprietary under any circumstances, notwithstanding such an assertion by the Firm in its submittals. Furthermore, all materials submitted shall become the property of MCC.
3. **Contract Payment:** The College will make contract payments based upon work completed or defined deliverables.
4. **Cost of Preparation:** All costs associated with preparation of the proposal, negotiation, travel, and labor shall be the responsibility of the Vendor. MCC will not reimburse for any such costs.
5. **Disclosure:** If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion

from participation from any public procurement activity is currently pending, the Vendor must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Vendor shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

6. **Duty to Examine:** It is the responsibility of each Vendor to examine the entire proposal, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
7. **Equal Employment Opportunity:** MCC is an Equal Opportunity Employer and as such required the following: The contractors, in submitting proposal and/or filling a purchase order, agree not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, age, sex, national origin, disability, genetic test information or military status to the extent required by law. The contractors must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring non-discrimination in employment, as herein specified.
8. **Evidence of Intent to be Bound:** The Proposal and Acceptance form within the proposal must be submitted with the Proposal and must include a signature by a person authorized to sign the Proposal. The signature shall signify the Vendor's intent to be bound by the Proposal and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of the intent to be bound, such as an original signature, shall result in rejection of the Proposal.
9. **Exceptions to the Statement of Work:** All exceptions included with the proposal shall be submitted in a clearly identified separate section of the proposal in which the Vendor identifies the specific paragraphs of the RFP where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless the procurement specifically references such an exception in a written statement.
10. **Exceptions to the Terms and Conditions:** Vendors shall be presumed to be in-agreement with the terms and conditions of the RFP unless the Vendor takes specific exception to one or more of the conditions on this form in writing. If submitting a proposal conditioned on exceptions to the RFP Documents, indicate the specific exceptions on Appendix A. Vendors are cautioned that any exception may be materially deviating from the Terms and Condition. If a Vendor materially deviates from an RFP specification, the proposal may be rejected.
11. **Exclusion of Vendors from Submitting:** A Vendor may be removed or suspended from the College's list of potential contractors and be prohibited from participating in any of the Solicitation processes if there has been a failure, without good cause, to perform in accordance with the terms of a past contract or with any other government entity. A Vendor may be removed or suspended if its performance with



respect to a previously awarded purchase order or contract has been unsatisfactory. Such exclusion must remain in effect for at least 90 days after unsatisfactory performance has been recorded, but shall not exceed a period of 360 calendar days in duration. A Vendor excluded from participating shall be relieved of prohibition at any time after the 90-day minimum period, upon demonstrating to the College's satisfaction that the problems which resulted in the removal or suspension have been corrected.

12. **Licenses:** Vendor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business.
13. **Modifications/Revisions to Request for Proposals:** Any interpretation, correction, or change to this RFP will be made in the "Amendments" tab in Public Purchase. Vendors will be notified of any Amendments via Public Purchase-generated email. Vendors must acknowledge the Amendment in Public Purchase. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under applicable law.
14. **Order of Precedence:** In the event of a conflict between the specifications, requirements, terms and conditions contained in the RFP, the RFP Offer, and the Supplemental Agreement, the Supplemental Agreement shall take precedence followed by the specifications, requirements, terms and conditions contained in the College RFP and lastly, the RFP Proposal.
15. **Pricing:** All Vendors submitting proposals agree that their pricing is valid for a minimum one hundred eighth (180) days after RFP submission to the College. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of Vendor's Proposal as accepted by the College. Details of service not explicitly stated in the Statement of Work or in Vendor's Proposal, but necessarily a part of, are deemed to be understood by Vendor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
16. **Vendor's Risk:** Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Request for Proposal, which occurs prior to delivery to the College; and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.
17. **Protests:** A protest shall comply with and be resolved according to Arizona State Procurement Rules Title 41, Chapter 23, Article 9 and rules adopted there under.
18. **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 products and/or services included in the resulting contract, subsequent extensions and amendments.
19. **Public Records:** Proposals become "public records" and shall be subject to public disclosure consistent with A.R.S. § 39-121. Vendors must invoke the exemptions to disclosure provided by law in the proposal, and must identify data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Vendors will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure. Proposals may be

reviewed after contract award at the Purchasing and Contracting office during normal working hours by appointment.

20. **Responsiveness to Specifications:** It is recognized that more than one method may be used to accomplish the sought-after task functionality. If the Vendor has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the RFP response. The College shall be the sole judge as to whether any alternate methodology will be accepted.
21. **Right to Assurance:** If the College in good faith has reason to believe that the Vendor does not intend to, or is unable to perform or continue performing under the Contract, the Chief Financial Officer may require the Vendor give a written assurance of intent to perform within a reasonable time. Failure by the Vendor to provide written assurance within the time specified may be the basis for terminating the Contract or any other remedy available by law or provided by the Contract.

## SECTION V: Selection and Contract Award

The College may choose to narrow the field of proposals to those whose Proposals most closely meet the needs and goals of the College. Selected Vendor(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. Virtual meetings may be substituted for on-site presentations/demonstrations, as the situation warrants. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the Vendor. Best and Final Proposals may be solicited from the pool of finalists prior to selection of the successful Vendor.

Proposals shall be evaluated based on the requirements set forth in the RFP and not solely on a monetary basis and an award will be offered to the Vendor whose proposal is determined to be the most responsive and responsible and serves the best interests of the College. If the initial successful Vendor and the College are unable to reach an agreement, the College reserves the right but not the obligation to negotiate with the next ranked Vendor. Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria:

<b>Criteria</b>	<b>Score</b>
<b>System Features</b>	
HCMS – Applicant Tracking	<b>10</b>
HCMS - Onboarding	<b>10</b>
HCMS – Performance Management	<b>10</b>
HCMS – Benefit Management	<b>10</b>
HCMS – Document Management	<b>10</b>
HCMS – Job Description Management	<b>10</b>
Payroll System	<b>10</b>
Time & Attendance System	<b>10</b>
Learning Management System	<b>10</b>
System Security and General	<b>10</b>
<b>Cost</b>	<b>15</b>
<b>Data Security/Recovery Plan</b>	<b>10</b>
<b>Maintenance &amp; Technical Support</b>	<b>5</b>
<b>References</b>	<b>5</b>

## SECTION VI: Proposal Form

Date \_\_\_\_\_

Proposal of \_\_\_\_\_,  
(Name)

A corporation organized and existing under the laws of the State of \_\_\_\_\_; a  
partnership

consisting of \_\_\_\_\_; an individual trading as,  
(Name)

\_\_\_\_\_:

Request for Proposal: \_\_\_\_\_  
[provide title or brief description]

To: Mohave Community College District (“MCC/College”)

1. In compliance with your Request for Proposal No. \_\_\_\_\_, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within ninety (90) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.
2. The undersigned Vendor hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

3. The undersigned Vendor understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

4. The undersigned Vendor hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Vendor has not directly or indirectly induced or solicited any other Vendor to put in a sham bid, or any other person, business, or corporation to refrain from bidding, and that the Vendor has not in any manner sought by collusion to secure for itself an advantage over any other Vendor.

5. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

There is no officer or employee of Mohave Community College who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

The names of any and all public officers or employees of Mohave Community College who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

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6. The Vendor certifies, to the best of its knowledge and belief, that the Vendor and/or any of its Principals or Owners:

a. (check one) **are**  or **are not**  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

b. (check one) **have**  or **have not** , within a three year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of Proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

c. (check one) **are**  or **are not**  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

d. (check one) **has**  or **has not** , within a three-year period preceding this Proposal, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

- 7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

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Official Name of Business

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Signature

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Print Name

SEAL - If Bidder is a Corporation

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Title

---

Email Address

---

Complete Business Address

---

Federal Taxpayer ID Number

## ATTACHMENT A: Exceptions

### Terms & Conditions Acceptance Form

*Signature on Attachment “C” certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

***(Check the “None,” box if no exceptions are taken):***  None

*We take the following exceptions to the Terms and Conditions:*

## ATTACHMENT B: Insurance

### **INSURANCE REQUIREMENTS**

The Vendor, at Vendor'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 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 agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of the agreement.

The Vendor'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 Vendor'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 Vendor shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the Vendor 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 Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the College's right to insist on, strict fulfillment of Vendor's obligations under the agreement.

The insurance policies, except Workers' Compensation, required by the agreement shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insureds. 4

### **REQUIRED COVERAGE**

#### ***General Liability***

Vendor shall 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 the agreement, 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.

### ***Automobile Liability***

Vendor shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Vendor's owned, hired, and non-owned vehicles assigned to or used in performance of the Vendor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. 43

If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

### ***Workers' Compensation (if required)***

This Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor'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.

In case any work is subcontracted, the Vendor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Vendor.

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.

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 Vendor's operations and products and completed operations.

### **CERTIFICATES OF INSURANCE**

Prior to commencing Services under the agreement, Vendor shall furnish the College with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Vendor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Vendor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

### **CANCELLATION AND EXPIRATION NOTICE**

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



## ATTACHMENT C: Offer and Acceptance

*To Mohave Community College:*

The undersigned hereby certifies understanding, compliance and acceptance of the Uniform Terms and Conditions as required by this solicitation. Vendor further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the proposal and any written exceptions in the Proposal.

Federal Employer Identification Number \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Toll Free Number \_\_\_\_\_ Fax \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**\*Authorized Signature** \_\_\_\_\_ \*

Authorized Signer: Phone \_\_\_\_\_ Email \_\_\_\_\_

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*(This portion to be completed by Mohave College Only)*

### **Acceptance of Proposal and Contract Award**

#### **YOUR PROPOSAL IS HEREBY ACCEPTED:**

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave Community College in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

The Contractor will not commence any billable work or provide any material or service under this Contract unless and until Contractor receives a purchase order from Mohave Community College.

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Sonni Marbury  
Chief Financial Officer

## ATTACHMENT D: Tentative Schedule of Events

The timeline associated with this RFP is provided below:

<b>Activity</b>	<b>Due Date</b>
Request for Proposal Issued	December 2, 2020
Pre-Bid Meeting via ZOOM	December 14, 2020
Deadline for submissions of RFP-related questions	December 16, 2020
MCC response to RFP-related questions	December 18, 2020
4:00 PM (Arizona) deadline for receipt of proposals	January 15, 2021
Acceptance and execution of agreement	March 2021
Implementation Commences	April 1, 2021
Tentative “go live” date	October 1, ,2021