

Request to Approve Contract with MetaPro, Inc. for Teletherapy

Recommendation:

Staff recommends approval to contract with MetaPro, Inc. for a total cost of \$18,500.00 annually with the option to renew the annual contract up to 5 times (years).

Summary:

Nationally, and at Northland Pioneer College (NPC), trends show that more and more students are struggling with anxiety and depression in their lives. Currently, NPC and the counties we serve do not have sufficient services for our students struggling with these emotional issues.

In the last 5 years, there has been an increase in the number of students that have emotional/mental health issues seeking Office of Accessibility and Inclusion services. NPC does not have a wellness or counseling office to help students and community resources are not always suitable or available when a student needs help.

If a student is struggling with emotional issues or is experiencing trauma or a crisis they are less likely to be fully engaged in the class or keeping up with assignments. Standard accommodations are helpful for students with learning disabilities, but the available accommodations typically do not help students with emotional diagnoses. After receiving short-term counseling, it is expected that the student will be better prepared to juggle life's challenges while at the same time successfully completing their classes and retaining more of what they learned. Local options are available, but, experience has proven that their services are less than ideal when it comes to providing timely help to students in need.

At the request of Leadership Council, a small group was created to research teletherapy companies. This group completed the Request for Proposal process. This process included a thorough review of six organizations, presentations by the top two, and feedback from the college. The results indicated that MetaPro, Inc. is the best solution for NPC students. MetaPro, Inc. provides proactive self-help education for students as well as the option to connect with a therapist of their choosing through an application that can be accessed on their personal devices. MetaPro, Inc. is HIPPA compliant. A proposal to move forward with MetaPro, Inc. was taken to and approved by Leadership Council.



Student Tele-counseling Services**AS #xx-xx**

Navajo County Community College District, dba Northland Pioneer College, is currently seeking proposals from qualified bidders for **student tele-counseling services** in accordance with the Scope of Work specified in this Request for Proposal (RFP).

Proposal Due Date TBD
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In accordance with A.R.S. § 41-2533, competitive sealed Offers for the services specified, will be received by the Purchasing department of the Navajo County Community College District dba Northland Pioneer College (NPC) online through the [Bonfire](https://npc.bonfirehub.com/) E-Procurement system (<https://npc.bonfirehub.com/>). **Late Offers will not be considered.**

Request for Proposals Solicitation Point of Contact:

Northland Pioneer College
Robert Johnson, Procurement Manager
PO Box 610
Holbrook, Arizona 86025

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

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received prior to **TBD (Arizona Time)**. Questions must be submitted via the Bonfire website or to the email address(es) 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 posted on the [Bonfire](#) Website listed below by **TBD (Arizona Time)**:

Copies of the Request for Proposal, questions and answers, and any related documents are available on the [Bonfire](#) Website: <https://npc.bonfirehub.com/>.

Inquiries

Questions regarding this Request for Proposal should be submitted via the Bonfire site RFP bid page messages tab/Opportunity Q&A.

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Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

“Attachment”: any item the Solicitation requires an offeror to submit as part of the Offer.

“NPC”: Northland Pioneer College

“The Bid”: a complete and properly signed Statement to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents.

“The College”: Northland Pioneer College

“Contract”: the combination of the Solicitation, including the uniform and Special Instructions to Architects, the Contract and Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

“Contract Amendment”: a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

“Contractor”: any person who has a contract with Northland Pioneer College.

“Days”: calendar days unless otherwise specified.

“District”: Navajo County College District

“Entity Submitting RFP”: the terms “vendor”, “proposer”, “offeror”, “firm”, “vendor”, “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.

“Exhibit”: any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

“Gratuity”: a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

“Hopi”: **Hopi Center, First Mesa, Arizona**

“Manufacturer”: Indicates an entity that makes the product

“May”: indicates something that is not mandatory but permissible/desirable.

“Offer”: bid, statement of qualifications or quotation.

“Offeror”: an individual or business providing a response to the Request for Proposal.

“Procurement Officer”: the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

“RFP”: request for proposal

“RFQ”: request for quote

“RFQu”: request for qualifications

“Shall, Must, Will”: indicates a mandatory requirement(s) that must be addressed. Failure to address these mandatory requirements will result in rejection of your proposal as non-responsive. NPC may, but is not required to, reserve the right to request additional information.

"Should": Indicates something that is recommended but not mandatory. If the Supplier fails to provide recommended information, NPC may, at its sole option, ask the Supplier to provide the information or evaluate the proposal without the information.

"Solicitation": An Invitation for Bids (IFB), a Request for Proposals (RFP), Request for Qualifications (RFQ), or a Request for Information (RFI).

"Solicitation Amendment (or Addendum)": a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract": any Contract, express or implied, between the Architect and another party or between a Consultant and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

"SOQ": statement of qualifications

"SOW": statement of work

General Information

Northland Pioneer College (NPC) is a regionally accredited, publicly funded, comprehensive community college serving northeastern Arizona. NPC'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 both Navajo and Apache counties.

Campus locations:

White Mountain Campus

1001 W. Deuce of Clubs
Show Low, AZ 85901

Silver Creek Campus

1611 S Main Street
Snowflake, AZ 85937

Painted Desert Campus

2251 E Navajo Blvd.
Holbrook, AZ 86025

Little Colorado Campus

1400 E Third Street
Winslow, AZ 86047

Center locations:

Springerville-Eagar Center

940 E Maricopa Street
Springerville, AZ 85938
Keams Canyon, AZ 86034

Hopi Center

First Mesa (adjacent to Hopi Jr./Sr. High School)
Highway 264, Milepost 397
Polacca, AZ 86039

St. Johns Center

65 South 3rd West
St. Johns, AZ 85936

Kayenta Center

1/4-mile north of highway junction 160/163,
on Highway 163 behind the Kayenta Township
Office and adjacent to US Post Office

Whiteriver Center

720 S Chief Ave
Whiteriver, AZ 85941

Section I: Request for Proposal (RFP) Summary

Introduction

Northland Pioneer College (NPC, College) is seeking vendor proposals to provide tele-counseling services.

Overview

NPC is requesting proposals from vendors with at least 5 years of experience to assist NPC with its counseling services for student's needs. A minimum of 3 years higher education experience is preferred. NPC reserves the option to award all or parts of the project to one or more qualified vendors.

Section II: 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 Offeror shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The Offeror 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 Offeror. There will be no subsequent financial adjustment for lack of such familiarization.

All proposals shall be submitted in a digital 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.

Proposal Format

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

- 1. Cover Letter**

All proposals must include a cover letter submitted under the Offeror's name on the Offeror's letterhead containing the signature and title of a person or an official of the Offeror who is authorized to commit the business 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 Offeror's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

- 2. Proposal Form**

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the Offeror to a contract with the District.

- 3. Proposal Copies**

The Offeror must submit one (1) digital .PDF copy of the proposal via the Bonfire website.

Qualifications

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



- a. Description of the nature of the Offeror's business; include a description of experience, competencies, and overall organizational capabilities.
 - i. Employer Identification Number
 - ii. Dun and Bradstreet identification (D-U-N-S number) and indicate if Offeror is registered on SAM.gov.
 - iii. State sales tax rates/transaction privilege tax (TPT) license number
 - iv. Volume/trade information
- b. Corporate organization chart indicating key management team members.
- c. Number of years of business in this industry.
- d. Description of the Offeror's capabilities to provide the requested product(s)/service(s).
 - i. Location(s) for pickup by customers
 - ii. Number of employees working at servicing location(s)
 - iii. Number of Delivery Trucks
 - iv. Dollar amount of average in-stock inventory of servicing location(s)
- e. Description of the staff structure, the background, qualifications and relevant experience of key staff members 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 include:
 - i. Technical support
 - ii. Limiting equipment downtime
- g. References: The Offeror must provide three (3) independent references from three (3) different contracts or relationships of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:
 - i. Entity Name
 - ii. Industry Type
 - iii. Address, City, Province/State/Country
 - iv. Contact Name, Title, Phone Number, and Email address
 - v. Year(s) service(s) provided
 - vi. Overview of contract or relationship
 - vii. Comments (include details regarding the current status of the product/service provided by Offeror)

4. Response

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this Request for Proposal.

5. Exceptions Requested

Any exceptions to the requirements of this RFP that the Offeror 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 exceptions requested from the Contract Documents must also be included in this section. Exceptions that are not requested as part of the bid shall not be considered. Any proposed



additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the Offeror should be included here with a brief explanatory introduction.

6. **Proprietary Information**

In the event any Offeror shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The 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 information is expressly restricted by the Offeror.

7. **Cost Proposal**

Northland Pioneer College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the college for any reason.

8. **Appendix**

The Proposal Appendix must include:

- a. All documents or forms required by the College to be completed by the Offeror including the required documents specified in the Appendix of this RFP.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your business.
- c. If an Offeror 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 Offeror 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.
- d. If the Offeror intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the Offeror must supply the name, address, qualifications and criteria used by the Offeror 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.
- e. Samples of any documentation or form that Offeror will require the College to sign.

General Notes

Familiarity with this RFP - All Offerors certify that they have carefully and thoroughly reviewed this RFP, understand the nature and scope of the work to be done, and that their Offer is based on the terms, conditions, specifications and requirements of this RFP.

Submission of Offer - It shall be the responsibility of the Offeror to ensure that the Offer documents are uploaded into Bonfire no later than the due date and time. Offers received after this time and date will not be considered. Oral, facsimile (fax machine), mail, e-mail or computer data transfer proposals will not be accepted. Each Offer shall be

prepared simply, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents.

Cost of Proposal Preparation – Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Offeror and shall not be reimbursable in any manner by the College. NPC will not reimburse the cost of developing, presenting or providing any response to this solicitation.

Site Visits - Outside of any mandatory site visit, no additional site visits or conversations with college personnel are to occur by any prospective Offeror unless specifically authorized in writing by the Chief Financial Officer or designee.

Certification – By signature on the Proposal Form included herein, the proposer certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, vendor certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Vendor also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the College only those services and/or materials as stated in and allowed for under resulting agreement(s).

Additional notes:

1. NPC reserves the option to award the whole or parts of the project to one or more qualified contractors.
2. Contractor will provide all insurances including general liability, auto liability, and worker's compensation with proposals for award consideration (Attachment 2).
3. The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Offeror, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Offeror does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Offeror to any subsequent agreement/contract.
4. A price list of all services must be provided with proposal for evaluation and award consideration.

Submitting the Proposal

Submissions can be made in the following manner:

1. Documents may be uploaded via the Bonfire portal <https://npc.bonfirehub.com/>.
2. Documents may be sent via Fed Ex, UPS, U.S. Mail or hand delivered to the address below:

Northland Pioneer College
Business Office-Purchasing
2251 E. Navajo Blvd
P.O. Box 610

Holbrook, Arizona 86025-2902

It is the responsibility of the firm to ensure that proposals are submitted via the Bonfire website prior to 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 the Bonfire system. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

Withdrawal / Modification of Proposals

Proposals may be withdrawn by entering the request via the Bonfire portal or by written notice directly to the College's point of contact any time before the scheduled opening date and time. No RFP may be withdrawn or modified after the submission deadline.

Section III: Uniform Terms and Conditions

Offers that take exception to any Terms & Conditions stated within this Request for Proposal (RFP) may cause the offer 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 Offeror and modify any of the provisions of the agreement upon mutual agreement of the parties.

1. **Assignment:** Contractor shall not, directly or indirectly, in whole or in part, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the resulting contract without first obtaining the written consent of the College's Chief Financial Officer or designee.
2. **Binding Effect:** The parties agree that the resulting contract shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of the resulting contract.
3. **Cancellation of Contract/Default:** Either party may terminate this Agreement with or without cause by giving the other party at least seven (7) days prior written notice of termination.

In the event that the Contractor breaches any of the terms and provisions of the Contract, the College reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by registered or certified mail to the Contractor requiring that this be corrected within a ten (10) day period from the date said notice is received by the Contractor. If the condition is not remedied within this time period, failure to do so on the part of the Contractor may result in the College resorting to any single or combination of the following remedies:

- a. Cancel any contract with a three (3) day written notice
- b. Reserve all rights or claims to damage for breach of any covenants of the contract
- c. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the College reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the College. The College may recover any actual excess costs from the Contractor by:
 - i. Deduction from an unpaid balance;

- ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law
4. **Availability of Funds:** In accordance with A.R.S. § 35-154, every payment obligation of the College under the Contract is conditioned upon the availability of funds appropriated for payment of such obligation. If funds are not appropriated and available for the continuance of the Contract, the Contract may be terminated by the College at the end of the period for which funds are available or at the College's option, may allow appropriate amendment to the contract. No liability shall accrue to the College in the event this provision is exercised, and the College shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
 5. **Bid Security:** Bid Security is not required for this RFP.
 6. **Claims Resolution:** Notwithstanding any law to the contrary, all contract claims or controversies under the Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9 and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
 7. **Catastrophe:** If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the College shall be interrupted or stopped, performance of the resulting contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of the resulting contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.
 8. **Charges Outside Scope of Agreement:** Charges of the Contractor for services not permitted by or beyond the scope of the resulting contract shall be an expense of the Contractor and not of or reimbursable by Northland Pioneer College unless pre-approved in writing by the Chief Financial Officer or designee.
 9. **Offer Pricing:** All Offerors submitting Offers agree that their pricing is valid for a minimum one hundred twenty (120) days after Offer submission to the College.
 10. **Confidential Information/Privacy Laws:** The College is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of the resulting contract. The Contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that the College identifies to it as confidential without the written authorization of Northland Pioneer College. This requirement survives the completion, termination or cancellation of the resulting contract.
 11. **Responsiveness to Specifications:** It is recognized that more than one method may be used to accomplish the sought after task functionality. If the Offeror 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.
 12. **Conformity to Requirements:** Unless otherwise expressly provided in the Contract, for one year after delivery and acceptance to the College the materials and services provided under the Contract shall: conform to the requirements of the Contract and any subsequent amendments/change orders (including without limitation: all descriptions, specifications, and drawings identified in the Scope of Work, and any written affirmations of the Offeror included as part of the Contract), be free from defects in material and workmanship, conform to or perform in a manner consistent with current industry standards, and be fit for their intended purpose or use as described under the Contract. Delivery alone does not constitute acceptance by the College. Materials or services supplied under the Contract shall fully comply with the Contract. The delivery of materials or services or any portion of the materials or services, which do not fully comply, constitutes a breach of contract. the

College reserves all rights to pursue any remedy available under the Contract or applicable law. Where testing and acceptance of the materials cannot be done until after installation, the warranty shall begin upon acceptance.

13. **Continuation of Performance:** The Offeror shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice upon termination of Contract.
14. **Disclosure:** If the Firm, business, or person submitting this Offer 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 Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer 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.
15. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
16. **Employee Identification:** Offeror agrees to provide an employee identification number or social security number to the College for the purposes of reporting appropriate taxing authorities, monies paid by the College under the ensuing Contract. If the federal identifier of the Offeror is a social security number, this number is requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041aA
17. **Evidence of Intent to be Bound:** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer 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 Offer.
18. **Exceptions to the Terms and Conditions:** Applicants shall be presumed to be in agreement with the terms and conditions of the RFP unless the Applicant takes specific exception to one or more of the conditions on this form. If submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate the specific exceptions on Appendix F. OFFERORS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF AN OFFEROR MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Offeror taking the exception a competitive advantage over other Offerors, or 2) gives the College something significantly different than the College requested.
19. **Modifications/Revisions to Request for Proposals:** Any interpretation, correction, or change to this RFP will be made in Bonfire. Vendors will be notified of any Amendments via Bonfire-generated email. Vendors must acknowledge the Amendment in Bonfire. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding, and Offerors shall not rely upon such interpretations, corrections, and changes. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.



20. **Exceptions to Other Solicitation Documents:** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.
21. **Exclusion of Offerors from Submitting:** An Offeror 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. An Offeror 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. An Offeror 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.
22. **Survival of Warranties:** All representations and warranties made by the Offeror under the Contract shall survive the expiration or termination of the Contract.
23. **Third Party Antitrust Violations:** The Offeror assigns to the College any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Offeror, toward fulfillment of the Contract.
24. **Compliance with Anti-Boycott of Israel Requirements:** To the extent applicable, Contractor warrants it is not engaged in a boycott of goods and services from Israel as defined by A.R.S. § 35-393.01.
25. **Compliance with Immigration Laws:** As required by Arizona Revises Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the resulting Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the resulting Contractor. The resulting Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under the resulting contract shall be deemed a material breach of the resulting contract, and is grounds for penalties, including termination of the resulting contract, by the College. The College retains the legal right to inspect the documents of any Contractor, subcontractor and sub-subcontractor employee who performs work under the resulting contract, and to conduct random verification of the employment records of the resulting Contractor and each subcontractor and sub-subcontractor who works on the resulting contract, to ensure that the resulting Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The resulting Contractor shall defend, indemnify and hold harmless the College, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the resulting Contractor or any subcontractor or sub-Contractor as specified in this paragraph.
26. **Cooperative Purchasing:** The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. Any contract resulting from this solicitation shall be for the use of the College. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the College's Purchasing and Contracting Department are eligible to participate in any subsequent contract. Additionally, the resulting contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <https://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The

parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The resulting Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of the resulting contract (i.e., freight charges, travel related expenses, etc.). Additionally, the resulting Contractor may negotiate pricing adjustments (upwards or downwards) based upon the participating agency's requirements.

If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Proposer to any subsequent agreement/contract.

The College shall not be responsible for any disputes arising out of transactions made by others.

27. **Contracts Administration:** Contractor must notify the Purchasing and Contracting Department (Purchasing Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
28. **Contract Assignment or Sub Contract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the College.
29. **Contract Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, the resulting contract and/or any Purchase Order(s) issued against it is subject to cancellation by the College if any personnel significantly involved in the resulting contract are found to be in conflict of interest.
30. **Contract Format:** The resulting award notice will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.
31. **Contract Modification:** Any changes to the resulting contract (including any renewals, or amendments of any type) must be agreed upon both parties and approved in writing by the College's Chief Financial Officer and Contracting or his/her designee and the President or Vice President of the resulting contracting company.
32. **Contract Status:** The response to this RFP will be considered as an offer to contract. After final negotiations, the College in accordance with the section below will issue an acceptance of the RFP Offer.
33. **Contractor's Risk:** Contractor 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 seller from any obligation hereunder.
34. **Stop Work Order:** The College may, at any time, by written order to the Offeror, require the Offeror to stop all or any part, of the work called for by the Contract. Upon receipt of the order, the Offeror shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs associated with the work covered by the order during the period of work stoppage. If Offeror incurs losses, the Offeror must make a claim in accordance to Paragraph 8 of the Terms and Conditions of the Contract.
35. **Right to Assurance:** If the College in good faith has reason to believe that the Offeror does not intend to, or is unable to perform or continue performing under the Contract, the Chief Financial Officer may require the Offeror give a written assurance of intent to perform within a reasonable time. Failure by the Offeror 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.
36. **Right of Offset:** The College shall be entitled to offset against any sums due the Offeror, any expenses or costs incurred by the College, or damages assessed by the College concerning the Offeror's non-conforming

performance or failure to perform the Contract, including expenses, costs, and damages described in the Terms and Conditions.

37. **Entire Agreement:** The resulting contract expresses the totality of the terms of the agreement between the parties. Any verbal representation shall have no force or effect whatsoever. The resulting contract shall supersede and replace any and all prior agreements between the parties with respect to the subject matter covered by the resulting contract. The parties each represent that no promises, representations or inducements have been made by the other party with respect to the subject matter of the resulting contract, except as specifically set forth herein. The resulting contract may not be changed, altered, modified or amended except by an agreement in writing signed by both parties.
38. **Invoicing:** All billing notices or invoices shall be sent to the College whose address appears on the Purchase Order as the 'bill to address' and should contain, at a minimum, the following information.
- Bill to Name and Address
 - Offeror Name, Remit to Address and Contact Information
 - Contract Number
 - Purchase Order Number
 - Project Number
 - Invoice Number and Date
 - Services Delivered
 - Itemized Pricing
 - Total Invoice Amount Due

Problems regarding billing or invoicing shall be directed to the College as listed on the Purchase Order.

Invoices not sent to the proper address, or not containing the necessary and required information will be rejected by the owner and returned for correction. An Offeror whose payments are delayed due to improper invoicing shall make no claim against the College for late or finance charges.

Offeror shall review and insure that the invoices for Services provided show the correct Offeror name prior to sending them for payment. The College will not make payments to any Entity, Group, or individual other than Offeror with the Federal Employer Identification (FEI) Number identified in the Contract. Offeror invoices requesting payment to any Entity, Group, or individual other than the contractually specified Offeror shall be returned to Offeror for correction. If Offeror Name and FEI Number change, Offeror must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Offeror. The College must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Offeror and entered into the system prior to any payments being made to the new Offeror.

Offeror shall submit monthly invoices during the performance of the service to the College as directed by the purchase order and in accordance with contract pricing. Invoices shall be received by the College no later than the current month for the preceding month's Contract performance. In no instance shall the amount(s) being invoiced differ from the price established in the fee proposal and any subsequent approved written Amendments. Upon completion of a project, Offeror shall submit a final invoice, which shall be indicated as "final" on the invoice. Failure to comply with these requirements may result in a partial or total denial of payment.

39. **Equal Opportunity and Affirmative Action:** The College is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that



it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status and follow all state and federal laws pertaining to Equal Opportunity Employment.

40. **Indemnification:** The Contractor will indemnify, defend and hold harmless the College, including its directors, officers, employees, students, consultants and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement. Notwithstanding the foregoing or any other provision of this memorandum of understanding to the contrary, any contract by the College to indemnify, defend or hold harmless the other Party shall be limited to and payable only from the College's available insurance or self-insurance coverage liability assumed by contract, if any, available as part of the College's general liability insurance program.
41. **Interpretation:** The parties intend the resulting contract, in addition to all Terms and Conditions, to express their complete and final agreement.
42. **Key Personnel:** It is essential that the Contractor provide adequately experienced personnel, capable of and devoted to the successful accomplishment of work, to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. Requests to make changes of such personnel will be submitted to the College in writing for prior approval. Such approval will not be unreasonably withheld.
43. **Liability for Taxes:** The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The College shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the resulting contract or otherwise.
44. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
45. **Insurance Requirements:** The Contractor shall maintain during the term of the resulting contract the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A: VII or better. Prior to commencing work or services, Contractor shall furnish the College's Purchasing & Contracting Department with certificates of insurance evidencing the required coverage, conditions, and limits required by the resulting contract.
 - a. **Commercial General Liability** insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the resulting contract.
 - b. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.
 - c. **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
 - d. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the



Contractor, with a limit of not less than \$1,000,000 each claim.

- e. **Certificates:** Successful bidder shall furnish annually to the College, a certificate or certificates of insurance from an insurance company licensed to do business in the State of Arizona showing that the prescribed policies are in force and effect and each certificate shall provide that the insurance company shall not change or cancel any insurance until the College has been notified, in writing, at least thirty (30) days before the date of *change* or cancellation. Additionally, the Contractor agrees to provide evidence that its management employees are bonded. Submission on the required documents shall be due before the start of each contract year.

The College in no way warrants that the minimum limits set forth above are sufficient to protect the Contractor from liabilities that may arise out of Contractor's services. The insurance requirements are minimum and in no way limit the indemnity covenants contained in an Agreement between the College and the Contractor.

46. **Governing Law:** Any disputes regarding the resulting contract shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions. Both parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the District of Arizona or the Court of Navajo County, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in either such court.

The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The College agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all College policies and regulations currently and/or in the future pertain to service under the resulting contract. These laws, ordinances, regulations, and policies shall apply to the resulting contract throughout, and they will be deemed to be included in the resulting contract the same as though written out in full and shall indemnify, hold harmless, and defend the College from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.

47. **Gratuities:** The College may, by written notice, terminate this Contract, in whole or in part, if the College determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the College for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The College, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
48. **No Liens:** Contractor shall keep the College free and clear of any and all liens asserted by any person or firm for any reason arising out or as a result of the furnishing of goods and/or services by or to Contractor by any third party.
49. **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 Offer.
50. **Parties to Agreement:** The resulting contract shall be between Navajo Community College District, hereafter referred to as the College, and the successful Proposer, hereafter referred to as Contractor.
51. **Permits:** The Contractor shall be responsible for obtaining all required permits.

- 52. Pricing:** Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Offeror's offer as accepted by the College. Details of service not explicitly stated in the Scope of Work or in Offeror's Offer, but necessarily a part of, are deemed to be understood by Offeror 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.
- 53. 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.
- 54. 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.
- 55. Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the College's Attorney or the Purchasing and Contracting Department.
- 56. Relationship of Parties:** Nothing in the resulting contract shall be construed to make either party the legal representative or agent of the other party; neither shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the resulting contract shall be that of independent Contractor, not employer/employee, joint venture, agent or business partners.
- 57. Safety:** The Contractor shall be solely and completely responsible for the safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.
- 58. Severability:** If any part of the resulting contract is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the resulting contract shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable.
- 59. Termination for Convenience:** The College reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the College without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the College. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the College. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- 60. Payments:** Determination of the acceptability of Services shall be made by the sole judgment of the College. Acceptance criteria shall be compliance with the requirements of the Scope of Work, Terms and Conditions of the Contract, and Offeror's proposal. Offeror deficiencies relating to the stated acceptance and performance criteria of Services under the Contract shall result in a delay for payment and shall be corrected by Offeror at Offeror's expense. Payment shall not be made until all nonconformance issues are corrected to the satisfaction



of the College and in accordance to the requirements of the Contract and an undisputed invoice has been received by the College.

Payment shall be for the amount of work completed and accepted for the preceding month. the College shall not be obligated to make final payment until Offeror has delivered to the College documentation that demonstrates the project has been completed along with a final undisputed invoice. Payment(s) shall not be construed to be an acceptance of defective work.

61. **Terms of Payment:** If applicable, the College will issue a Purchase Order for purposes of invoicing and payment. Each invoice will be itemized to reflect actual work completed as well as the product and services provided for the specific period billed.
62. **Unauthorized Firearms & Explosives:** No person conducting business on College property is to carry a firearm or explosive of any type. All bidders, Contractors and subcontractors are to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapons permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.
63. **Waiver:** No waiver shall be deemed to be made by any party of any right under the resulting contract unless the waiver is in writing signed by the waiving party. Each waiver, if any, shall be a waiver only with respect to the specific instance involved. No waiver shall impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.
64. **Work to be performed by others:** The College reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.
65. **Services of Subcontractors:** The Offeror shall not enter into any Subcontract under the Contract for the performance of the Contract without the advance written approval of the Chief Financial Officer. The Offeror shall submit a formal, written request on Offeror's company letterhead, signed by an authorized representative of the Offeror, and containing the following information:
 - a. The subcontractor's name, address, phone number, e-mail, and primary point of contact.
 - b. The certifications required of the subcontractor (if any).
 - c. The subcontractor's small business status (if applicable).
 - d. The type of goods and/or services to be provided by the subcontractor.
 - e. The amount of time or effort (as a percent of total Contract performance) that the subcontractor will perform in relation to total performance of the Contract's requirements.
 - f. The quality assurance measures that the Offeror will use to monitor the subcontractor's performance.

For services of the Offeror's Subcontractors, compensation shall be computed as a multiple of one (1) times the actual expenses incurred by the Subcontractor.

the College reserves the right to request additional information deemed necessary about any proposed subcontractor. The subcontract shall incorporate by reference the terms and conditions of the Contract.

66. **Travel:** Offeror shall obtain written approval from the College prior to performing any travel under the Contract in which reimbursement of expenses will be requested. Offeror will be reimbursed for actual expenses incurred in accordance with the current rates specified in the College's Travel Policy. Offeror shall itemize all per diem and lodging charges. the College shall reject any claim for travel reimbursement without prior written approval.
67. **Negotiated Fee:** Hourly rates will be negotiated and incorporated into this contract. The method of payment basis for any request for services shall be Hourly Rates for the Offeror's personnel. Hourly Rates shall be



effective through the term of the contract. Any escalation in Hourly Rates shall be mutually agreed upon between the Offeror and Chief Financial Officer.

68. **Service Order Agreement:** The College reserves the right to select any person or firm to perform the project scope of service and does not provide any guarantee or commitment to any quantity or monetary value of any project(s), which may be initiated under this contract.
69. **Public Records:** Proposals become “public records” and shall be subject to public disclosure consistent with A.R.S. § 39-121. Offerors 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. Proposers 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.

Section IV: Selection and Contract Award

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the Offeror(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 Offeror following a Notice of Intent of Selection.

Selected Offeror(s) 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 Offeror. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful Offeror.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria:

Criteria	Score
System Features	
Multiple methods of access	10
Convenience of use	10
Compliance reporting	10
User reports	10
Student Contact and Systems Integration	10
System Security and General	10
Cost	15
Value Added Services	5
Data Security/Recovery Plan	10
Maintenance & Technical Support	5
References	5

Section V: 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: Navajo County Community College District("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 Offeror hereby acknowledges receipt of the following Addenda, if any:

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

3. The undersigned Offeror 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 Offeror 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 Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, business, or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other



Offeror.

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

- () There is no officer or employee of Northland Pioneer 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 Northland Pioneer 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.

6. The Offeror certifies, to the best of its knowledge and belief, that:

- a. The Offeror and/or any of its Principals or Owners:
- i. (check one) **are ()** or **are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.
 - ii. (check one) **have ()** or **have not ()**, within a three year period preceding this offer, 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 offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and
 - iii. (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.
- b. The Offeror (check one) **has ()** or **has not ()**, within a three year period preceding this offer, 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 Offeror 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.

SEAL - If Bidder is a Corporation

(Official Name of Business)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)

Section VI: AGREEMENT

AGREEMENT BETWEEN NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT AND

(insert contractor/contractor name)

This Agreement made and entered into on the _____ day of _____, 20____, by and between Navajo County Community College District hereinafter referred to as "District" or "College" and _____ hereafter referred to as the "Vendor."

The District and the Vendor agree as follows:

FIRST: The Vendor agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the District, and

SECOND: The District agrees to pay the Vendor a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: VENDOR'S SERVICES

The Vendor agrees to provide professional services and consultation to assist the College as outlined in the scope of work with any exceptions noted in Attachment 1 of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

ARTICLE 2: METHOD OF PAYMENT

Payments to the Vendor will be made monthly upon the presentation and approval of the Vendor's invoice subject to the terms and conditions of this RFP. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably require.

ARTICLE 3: INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' 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 Vendor, its employees, agents or any tier of subcontractors in the performance of the Agreement. Vendor's duty to defend, hold harmless and indemnify the District, 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 therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor be legally liable.

ARTICLE 4: EMPLOYEE RELATIONSHIP

The Vendor is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Vendor.

ARTICLE 5: CANCELLATION

This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days' written notice to the Vendor. In the event of such cancellation, the Vendor shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District, in the possession of the Vendor or as provided by the terms and conditions.

ARTICLE 6: OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Vendor reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 7: PERSONAL SERVICES

It is agreed that the District is relying on the personal services of the Vendor and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Vendor shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 8: CONFLICT OF INTEREST

The Vendor agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Vendor shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Vendor shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 9: TERM OF AGREEMENT

The initial term of the contract shall be for one year from date of award. Four, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

ARTICLE 10: GOVERNING LAW

This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.

ARTICLE 11: SEVERABILITY

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 12: NOTICES

All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

District Representative:

Vendor Representative:

ARTICLE 13: NON-DISCRIMINATION

The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 14: LACK OF SUFFICIENT FUNDING

This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Vendor shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 15: INSURANCE

Vendor shall furnish insurance as required by Attachment 2 hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 16: ADDITIONAL TERMS AND CONDITIONS

The parties shall comply with the Terms and Conditions as noted in Section IV of this document, which are incorporated herein by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Tucson, Arizona the day and year first above written.

Northland Pioneer College:

By: _____

Title: _____

Vendor:

By: _____

Title: _____

Section VII: RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, 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 contractor to submit complete and compliant proposals.

- **Cover Letter**
- **Attachment 1:** *Exceptions Requested*
- **Attachment 3:** *Terms and Conditions Offer and Acceptance*
- **Section V:** *Proposal Form*
- **Section VI:** *Agreement*
- **Cost Proposal**
- **Proposal**
- **Insurance**

Appendix A: Statement of Work

Project Scope

The College is seeking a vendor to provide tele-counseling services to students and reporting requirements outlined in each section below.

NPC Tele-counseling Facts

1. NPC enrolls approximately 5500 students annually.
2. Usage of counseling services need to be available by web meeting, phone, or text.
3. Counselors must be certified in Arizona, adhere to HIPAA privacy guidelines, and ADA civil rights law.
4. Posting of current and timely articles and videos is preferred.

System Availability

The following services can be cloud-based, accessed via the web, and accessible 24/7 from both the College's network and remote locations:

1. Crisis counseling including suicide prevention with follow-up
2. Multiple methods of processing applicable co-pays
3. Mental Health Awareness materials

General System Requirements

1. Mobile adaptive/friendly
2. Scalable, single report writer for all aspects of the system
3. Ability to export reports directly into Microsoft Excel
4. Option for 100% paperless processing

Interfaces

1. Ability to interface with a third-party system for which the vendor does not have a standard interface.
Describe the architecture/tools/process that would be followed to complete the interface.
2. Identify the format(s) in which data can be exported from the system

Maintenance Agreement/System Upgrades

1. Proposal must specify response time for trouble calls.
2. Proposals must specify the process involved in system upgrades.
3. Is the cost of system upgrades included in the basic agreement or are there additional fees?
4. Is training provided on such upgrades?
5. Is customization available without incurring additional fees? This may include, but is not limited to, custom reports, custom input fields, etc.

Sales and Service Support

Sales and service support must provide unlimited and immediate access to support. One phone number for all support needs should be provided by the vendor. Please provide the address and telephone number for the Sales & Service.

Technical Support

Technical support must provide 24/7 access to support. One phone number for all support needs should be provided by the vendor.

Cost Proposal

Vendor shall prepare a detailed cost proposal outlining one-time implementation/setup/training costs, annual license fees, other monthly or quarterly reports if not included in routine processing fees, and/or any other routine/recurring system or processing costs.

Implementation Schedule

1. Vendor shall provide the proposed implementation schedule presented in the form of a series of tasks to be accomplished during the project. This shall include a project schedule and milestone expectations.
2. Vendor shall assume that the start date for said schedule begin no later than August 1, 2020 with a desired transition date of January 1, 2021.

Experience and References

1. Offeror must have a demonstrated service history.
2. Offeror must be able to provide at least three client references to provide background of prior service, reliability and work experience.

Technical Requirements

1. Offeror must be able to communicate live with Northland Pioneer College staff during normal Northland Pioneer College business hours, 8:00 a.m. to 5:00 p.m. – Arizona Time (GMT-7).
2. The Offeror will commit that the awarded Agreement:
 - a. Shall be the lowest available pricing (net to buyer) to Education.
 - b. Shall provide products and services that meet or exceed industry standard requirements.
3. The Offeror will commit that its awarded Agreement with NPC:
 - a. Shall comply with all applicable federal laws and regulations.
 - b. Shall comply with all applicable state and local laws and regulations.

Additional Requirements

Offeror may propose innovative ideas, new concepts, and alternative partnership arrangements falling outside the specifications of this RFP. Added value services, incentives, and economic solutions beyond the scope of this RFP may be considered in addition to specified statement of work. Examples may include:

1. Value-added attributes, products and services are items offered in addition to the products and services requested in the statement of work that add value to those items being proposed.
2. A value-add would include a program or service that further serves NPC's needs above and possibly beyond standard expectation and complements the service offering.
3. Willingness to work with NPC on a sponsorship program, if requested.
4. Incentives to NPC for early payment.

NPC may accept an offer under this RFP demonstrating such a significant change or improvement that it considers being breakthrough advancement to the services being sought.



ATTACHMENT 1: *Exceptions*

Terms & Conditions Acceptance Form

Signature on Attachment “3” certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

We take the following exceptions to the Terms and Conditions

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

☐ None

ATTACHMENT 2: *Insurance*

INSURANCE

1. 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.

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.

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.

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. 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.

ATTACHMENT 3: *Offer and Acceptance*

To Northland Pioneer College:

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

Federal Employer Identification Number _____

Company Name _____

Address _____

City _____ State _____ ZIP _____

Toll Free Number _____ Fax _____

Printed Name _____ Title _____

***Authorized Signature** _____ *

Authorized Signer: Phone _____ Email _____

(This portion to be completed by Northland Pioneer College Only)

Acceptance of Offer 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 Northland Pioneer College in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

Awarded this _____ day of _____ 2019.

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 Northland Pioneer College.

Maderia Ellison
Vice President for Administrative Services, Chief Financial Officer

ATTACHMENT 4: *Tentative Schedule of Events*

The timeline associated with this RFP is provided below:

Activity	Due Date
Request for Proposal issued	TBD
MANDATORY PRE-SUBMISSION CONFERENCE	TBD
Deadline for submission of RFP–related questions	TBD
NPC Response to RFP-related questions	TBD
3:00 PM PT Deadline for Receipt of Proposals	TBD
Acceptance and Execution of Agreement	TBD